

# Rules and Regulations for Oakland International Airport



Adopted by the Board of Port Commissioners of the  
City of Oakland by

Port Ordinance No. 4362\_\_\_\_\_

~~January 28, 2016~~ October 1, 2017



**PORT OF OAKLAND**

## PREAMBLE

The following rules and regulations for Oakland International Airport, to be known as the se “Rules and Regulations,” have been established by the Board of Port Commissioners of the City of Oakland and shall govern the use and operation of the Airport facilities managed and operated by the Board, and are intended to ensure the safe and efficient operations of Oakland International Airport.

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## ARTICLE 1. DEFINITIONS.

### 1.1 DEFINITIONS

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following terms used in these Rules and Regulations shall have the following definitions, whether or not such terms are capitalized:

“**Administrative Process**” shall mean the notice and appeal process established ~~below~~ in Article 11 by which violations of these Rules and Regulations will be enforced.

“**Air Operations Area**” (“AOA”) shall mean that portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR Part 1500, et seq., and Safety Directive 406.2, as may be amended from time to time and as incorporated herein by this reference, are in effect and enforced. This area includes all Movement Areas, Ramps, and safety areas for use by Aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (including general aviation areas) that are not separated by adequate security systems, measures, or procedures, and includes any area of the Airport used or intended to be used by Aircraft for landing, takeoff or surface maneuvering.

“**Airside Operations Manager**” shall mean the person employed by the Port with the responsibility to manage all Airport operations within the AOA, or his or her designee. If such a person does not exist, “Airside Operations Manager” shall mean the Assistant Director.

“**Aircraft**” shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air. For the purpose of this definition a helicopter is included, but an ultralight vehicle (as defined in 14 CFR Part 103) is not included.

“**Airline Operating Agreement**” shall mean that contract between the Port and a Commercial Aviation Operator operating at the Airport relating to the Commercial Aviation Operator’s operations at the Airport. Commercial Aviation Operators operating within the Terminal Complex may also enter into a Space/Use Permit with the Port, which is deemed to be an addendum to the Airline Operating Agreement.

“**Airport**” shall mean the Oakland International Airport, Oakland, California.

“**Airport Directives**” shall mean, collectively, any rules, regulations, or requirements made by the Board, and other written directives or, in the event of an emergency, oral instructions followed by a written directive, issued or authorized by the Director or Assistant Director.

~~“**Airport Emergency Plan**” shall mean those procedures, programs and rules established, implemented and maintained by the Port in the event of an emergency at the Airport.~~

“**Airport Gross Receipts**” (**Applies to Off-Airport Rental Car Operations, Section 8.8 below**) shall mean Gross Receipts (as defined below and in ~~“Appendix **FB** (Gross Receipts for Off-Airport Vehicle Operations)” to these Rules and Regulations~~) derived from any rental of an Automobile to a customer who, at any Customer Facility of the Off-Airport Rental Car Operator, either: (a) executes an agreement to rent an Automobile from the Off-Airport Rental Car Operator, or (b) takes delivery of an Automobile rented from the Off-Airport Rental Car Operator; excepting, however, that any Automobile delivered to a customer from the Off-Airport Rental Car Operator ~~(as~~

~~defined below~~) that the Off-Airport Rental Car Operator demonstrates to the reasonable satisfaction of the Director, or his or her designee, was delivered in substitution for an Automobile for which such customer had previously both entered into an agreement to rent an Automobile at a location other than at the Airport or any Customer Facility subject to these Rules and Regulations (and the Off-Airport Rental Car Operator provides to the Port a copy of such agreement) and initially took delivery of such Automobile at a location outside of the Airport and not at any Customer Facility subject to the Ordinance.

The Port shall presume that ninety-five percent (95%) of all Gross Receipts of the Off-Airport Rental Car Operator at any Customer Facility ~~(as defined below)~~ of the Off-Airport Rental Car Operator located off the Airport are Airport Gross Receipts unless the Off-Airport Rental Car Operator demonstrates otherwise to the satisfaction of the Director. Such ninety-five percent (95%) presumption shall apply, without limitation, for purposes of the Receipts Reports and payment requirements and certification requirements of the Off Airport Rental Car Privilege Fee. 100% of all Gross Receipts of an Off-Airport Rental Car Operator at any Customer Facility of the Off-Airport Rental Car Operator located on the Airport shall constitute Airport Gross Receipts.

In order to establish that less than ninety-five percent (95%) of all Gross Receipts earned at any Customer Facility of the Off-Airport Rental Car Operator located off the Airport, are Airport Gross Receipts, the Off-Airport Rental Car Operator, at a minimum, shall segregate and maintain all rental agreements made with local residents and shall demonstrate to the satisfaction of the Director that such local residents have a valid California driver's license bearing a home address with one of the zip codes set forth below. Gross Receipts from rental agreements made with a local resident who rents an Automobile from any Customer Facility of the Off-Airport Rental Car Operator located off of the Airport and who has a valid California driver's license bearing a home address with one of the following zip codes, shall not be included in Airport Gross Receipts: 94501, 94502, 94577, 94578, 94579, 94580, 94601, 94602, 94603, 94605, 94606, 94607, 94608, 94609, 94610, 94611, 94612, 94613, 94618, 94619, 94621, 94625, 94626, 94627.

**"Airport Permit"** or **"Airport Taxi Permit"** shall mean the permit issued by the Port permitting a Qualified Operator to offer Ground Transportation Services or a Qualified Taxicab Operator to offer Taxicab ~~S~~services on the Airport, as applicable.

**"Airport Security Badge"** shall mean a Port-issued identification badge, controlled keys (such as 4AAA1 and CyberLock keys), and/or PIN or cipher codes for access to the Airport.

**"Airport Security Program"** shall mean those procedures, programs and rules established, implemented and maintained for security purposes of the Airport pursuant to rules and regulations of the TSA, FAA and Airport Directives, including, without limitation, 49 CFR Parts 1520, 1542, 1544 and 1546; 14 CFR Part 139; and the Airport's Security Program approved by TSA. The Airport Security Program is a program separate from these Rules and Regulations; however, violations of the Airport Security Program are enforceable by the Port pursuant to these Rules and Regulations, as described ~~below~~ in Articles 2, 10, and 11.

~~**"All Cargo Transportation"** shall mean the transportation by Aircraft of property and mail but not the carriage of passengers.~~

**"Alternative Fuel Vehicles"** shall mean Vehicles powered by natural gas, propane, ethanol, methanol, gasoline (when used in hybrid electric Vehicles only), hydrogen, electricity, fuel cells, or advanced technologies that do not rely on gasoline or diesel fuel or that are powered by a combination

of two or more alternate fuels. Alternative Fuel Vehicles include “hybrid” or “bi-fuel” Vehicles powered in part by petroleum gasoline and Vehicles converted from one powered by petroleum gasoline. Bi-fuel Vehicles must have separate fuel tanks to be considered as an Alternative Fuel Vehicle.

“Annual Permit Period” shall mean the twelve- (12-) month period from the effective date of the Airport Permit, Airport Taxi Permit, and TNC Permit, as those dates are established by the Landside Operations Manager in his or her sole discretion for each type of permit. The Landside Operations Manager may amend such dates in his or her sole discretion, provided that any then-existing Permit Holders or TNC Permit Holders, as applicable, shall be notified in writing at least sixty (60) days prior to the date such amendments take effect.

“Assistant Director” shall mean the person designated as the Assistant Director of Aviation and acting under the direction of the Director, or his or her designee.

“Authorized Party” shall mean any of the four groups of persons authorized to issue and administer NOVs, as more specifically defined in ~~Article 11~~, Section 11.1(a).

“Authorized Signer” shall mean an individual authorized by the Airport to approve another individual’s right to hold an Airport Security Badge.

“Automobile” (for purposes of Section 8.8 Airport Rental Car ~~below~~ only) shall mean any passenger motor vehicles, including pickup trucks, vans, sports utility vehicles and station wagons. For purposes of Section 8.8 ~~below~~, the term Automobile as used in Section 8.8 ~~below~~ shall not include trucks (except pickup trucks) or motorcycles.

“Automobile” (for purposes of Section 8.9 Airport Off-Airport Parking Operations) shall mean any passenger Motor Vehicles, including pickup trucks, all other trucks, vans, sport utility vehicles, station wagons, motorcycles and any other Vehicle left on the Off-Airport Parking Operator’s premises from whom customers are transported to the Airport or picked up from the Airport.

“Aviation Security Manager” shall mean the person designated from time to time by the Director to hold such position at the Airport, or his or her designee, including Port Aviation Security personnel and Port Operations personnel.

“Badge Sponsor” shall mean the entity for which an individual requires an Airport Security Badge.

“Board” shall mean the Board of Port Commissioners of the City.

“Charter Party Carrier” or “TCP” shall mean a Class A charter party carrier, as defined in California Public Utilities Code Section 5383, and permitted under California Public Utilities Code Section 5384(b), as such sections may be amended, that provides transportation only on a prearranged basis using Vehicles that accommodate less than 15 passengers and that operate pursuant to certificates or permits issued by the Commission under the authority of the Passenger Charter-Party Carrier Act, as such Act may be amended. “Charter Party Carrier” shall include, but is not limited to, Persons operating limousines, sedans and door-to-door shuttle vans that accommodate less than 15 passengers and that only operate on a prearranged basis by the means of a waybill.

“CFC” or “CFCs” shall mean the Customer Facility Charge required to be imposed by the Off-Airport Rental Car Operator pursuant to Port Ordinance No. 3685, as such ordinance may hereafter be amended or superseded by subsequently adopted Port Ordinances.

“Chief of Police” shall mean the City’s duly appointed and acting Chief of Police or his or her designee.

“City” shall mean the City of Oakland, California.

“City Municipal Code” shall mean the City of Oakland Municipal Code, as amended and in effect from time to time.

“City Taxi Ordinance” shall mean the City’s Taxicab Standards Ordinance, Chapter 5.64 of the City Municipal Code, as amended, or such successor ordinance.

~~“City Taxi Unit” shall mean the unit designated by the Chief of Police for the administration and oversight of the City Taxi Ordinance.~~

~~“Certified Maximum Gross Landing Weight” shall mean the maximum allowable gross landing weight of such type Aircraft, as determined by the FAA or other governmental agency having jurisdiction.~~

“Commercial” shall mean that which relates to the exchange, trading, buying, hiring, advertising, solicitation, promotion or selling of commodities, goods, services, information or tangible or intangible property of any kind, or any revenue-producing activity on the Airport, excepting any activity undertaken directly by the Port.

“Commercial Aviation Operators” shall mean all operators of Aircraft for Commercial purposes at the Airport.

“Commercial Soliciting” shall mean Commercial activity consisting of the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner, including without limitation offering any property for sale.

“Commercial Vehicle” shall mean any Motor Vehicle for carrying or conveying passengers for Commercial purposes, including any passenger stage having to obtain a certificate of convenience and necessity from the Commission pursuant to ~~Section 1031 of the~~ California Public Utilities Code Section 1031 and Passenger Charter Party Carriers as defined in ~~Section 5353, et seq., of the~~ California Public Utilities Code Section 5353, et seq.

~~“Commercial Vehicle Operator” shall mean any enterprise or Person engaged in providing carriage of persons or their property to or from the Airport in a Commercial Vehicle.~~

“Commission” or “CPUC” shall mean the Public Utilities Commission of the State of California.

~~“Common Bus Stops” shall mean the bus stops used by the Common Use Busing System to serve the Rental Car Facility and the Terminal Complex.~~

“Common Use Busing System” shall mean the busing system operated by or on behalf of the On-Airport Rental Car Companies pursuant to their agreements with the Port.



**“Construction Period”** shall mean any time period during which the Assistant Director determines that there are current and ongoing construction projects on Airport property.

**“Control Tower”** shall mean an Airport Traffic Control Facility located at the Airport and operated by or on behalf of the FAA.

**“Courtesy Vehicle”** shall mean a Commercial Vehicle holding an Airport Permit issued by the Port, operated by an off-Airport operator, for carrying customers, without imposition of a separate fee or charge, within the Airport or to and from the Airport from and to points or places off the Airport and shall include but not be limited to any Ground Transportation Vehicle operated by or on behalf of (x) any hotel or motel located off of Airport property (a “Hotel Courtesy Vehicle”), (y) any Off-Airport Parking Operator (a “Parking Courtesy Vehicle”), or (z) any car rental office of any Off-Airport Rental Car Company (a “Rental Car Courtesy Vehicle”).

**“Customer Facility”** shall mean any facility operated by an Off-Airport Rental Car Company for the processing and/or servicing of, or for the delivery of rental Vehicles to, its customers located within the Rental Car Radius.

**“Designated North Field Area”** shall mean the ~~Common-Bus Stops~~ bus stops in the North Field designated by the Landside Operations Manager for the loading and unloading of passengers from Rental Car Courtesy Vehicles and used by the Common Use Busing System to serve the Rental Car Facility and the Terminal Complex.

**“Designated South Field Area”** shall mean the area in the South Field designated by the Landside Operations Manager for the loading and unloading of passengers from Ground Transportation Vehicles.

**“Designated Taxicab Pick Up Area”** shall mean a portion of the curb area located outside the Terminal Complex designated by the Landside Operations Manager for the pickup of Taxicab customers as identified by specific signage and where a Starter Booth ~~(defined below)~~ is located.

**“DHS”** shall mean the United States Department of Homeland Security.

**“Director”** shall mean the Director of Aviation employed by the Port or, in his or her absence, the Assistant Director.

**“Driver”** shall mean a Person possessing appropriate California license(s) and employed by or associated with a Permit Holder to operate a Ground Transportation Vehicle or at the Airport or employed by a Qualified Taxicab Operator to operate a Taxicab or a Person who is the owner and operator of a Passenger Stage Sub Carrier.

**“Driver Identification Badge”** shall mean the badge to be issued by a Qualified Operator to each Driver containing the name and photograph of the Driver.

**“Exempt Qualified Operator”** shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over 30 feet long on the roadways of the Airport, and that makes no more than 120 trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.7(a) ~~below~~). If an Exempt Qualified Operator makes more than 120 such trips in any calendar year, then on the date of the 121<sup>st</sup> of such trips the Qualified Operator will cease to be an Exempt Qualified Operator and will become obligated to pay the additional fee necessary to equal the

fee due from Qualified Operators pursuant to Section 8.7 ~~below~~ and to pay the applicable security deposit pursuant to Section 8.7(b)(2) ~~below~~.

“**FAA**” shall mean the United States Department of Transportation, Federal Aviation Administration, and any federal agency succeeding to its duties and powers.

“**Federal Air Marshall**” shall mean licensed members of the Federal Air Marshalls Service within TSA.

“**Federal Flight Deck Officer**” shall mean a flight crewmember duly authorized and trained as a Federal Flight Deck Officer by TSA.

“**Firearm**” means any Weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such Weapon; any firearm muffler or firearm silencer; or any machine gun.

“**Gross Receipts**” (for purposes of Off-Airport Rental Car Section 8.8 ~~below~~): shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator as further defined in ~~“Appendix FB” to these Rules and Regulations~~ (Gross Receipts for Off-Airport Vehicle Operations).

“**Gross Receipts**” (for purposes of Off-Airport Parking ~~Vehicles Operations~~ Section 8.9 ~~below~~): shall mean all amounts billed or received by the Off-Airport Parking ~~Vehicles Operator~~, any affiliate of the Off-Airport Parking ~~Vehicles Operator~~, or any subcontractor of the Off-Airport Parking ~~Vehicles Operator~~ as further defined in ~~“Appendix BF” to these Rules and Regulations~~ (Gross Receipts for Off-Airport Vehicle Operations).

“**Ground Transportation Agent**” shall mean any individual, including a Starter, authorized by the Port to supervise and control Ground Transportation Vehicles at the Airport, to aid in the enforcement of Ground Transportation Regulations under Article 8, or to assist the traveling public in utilizing Ground Transportation Services.

“**Ground Transportation Services**” shall mean any of the services provided by a Charter Party Carrier, Passenger Stage Carrier, Courtesy Vehicle, a Passenger Stage Sub Carrier, ~~Taxicab, TNC,~~ or a Limousine at, ~~or to, and from,~~ or on behalf of the Airport.

~~“**Ground Transportation Services Regulations**” shall mean the Port’s Rules and Regulations for the conduct of Ground Transportation Services at the Airport, and any amendments thereto, adopted by the Board from time to time as defined in Article 8.~~

“**Ground Transportation Vehicle**” shall mean a Vehicle operated with an Airport Permit issued to a Qualified Operator engaged in providing Ground Transportation Services at or to and from the Airport.

“**GSESIP**” shall mean the Ground Support Equipment Safety Inspection Program, as set forth in Appendix C, which identifies the process and procedures to ensure that all Ground Support Equipment operating within the AOA are mechanically sound, safe to operate, operated safely, and appropriately located.



**“Hearing Officers”** shall mean individuals designated by the Authorized Party, (as defined in Article 11) to preside over a formal hearing, pursuant to the Administrative Process established in Article 11.

**“Holding Lot”** shall mean for the Ground Transportation Vehicles one or more areas designated by the Port where Ground Transportation Vehicles may stage prior to moving to the Designated South Field Area, and for Taxicabs shall mean one or more areas designated by the Port where Taxicab Drivers holding Airport Permits may stage prior to moving to the Designated Taxicab Pick Up Area.

**“Indemnify the Port”** shall mean to fully release, discharge, save and hold harmless, defend, protect, and indemnify the Port and its commissioners, officers, employees, agents, contractors, and/or authorized representatives of and from any liability, loss, claim, suit, demand, judgment, cause of action, allegation, cost, fee, fine, expense, damage, injury, or death to any Person or their property, and/or claimed or asserted in any manner by any Person, in any way arising from any use or activity on Port property, regardless of responsibility for negligence. However, no obligation to Indemnify the Port shall arise under these Rules and Regulations when such liability, loss, claim, suit, damage, injury, or death was caused solely by the negligence or willful misconduct of the Port, its officers, or its employees. In carrying out any obligation to Indemnify the Port arising under these Rules and Regulations, such indemnity shall include the use of legal counsel acceptable to the Port Attorney, in his or her sole discretion, and shall include reimbursement for all costs attributable to the Port’s legal counsel, including Port Attorney time.

**“Landside Operations Manager”** shall mean the person employed by the Port with the responsibility to administer the provisions of the Ground Transportation Services, ~~and Taxicab Regulations~~ Services, and TNC Services, or his or her designee. If such a person does not exist, “Landside Operations Manager” shall mean the Assistant Director.

**“Law Enforcement Officer”** shall mean any officer of the Alameda County Sheriff’s Office or any other person designated by the Sheriff, or any officer of the Police Department of the City or any other person authorized by the Chief of Police, or any person designated by the Director or authorized by applicable law with jurisdiction and authority to enforce applicable laws and these Rules and Regulations on the Airport.

**“Leafleting”** shall mean the repetitive or continuous distribution of Non-Profit printed or written material.

**“Limousine”** shall mean a luxury sedan, of either standard or extended length, with a seating capacity or not more than nine (9) passengers, including the driver, used in the transportation of passengers for hire on a prearranged basis at or to and from the Airport.

~~**“Line”** shall mean the line of Taxicabs exiting a Holding Lot and proceeding along the roadway to the Starter Booth, or another Holding Lot if designated by the Landside Operations Manager.~~

**“Manager on Duty”** shall mean the person employed by the Port and so designated from time to time by the Director or Assistant Director.

~~**“Mobile Food Catering Permit”** shall mean the permit issued by the Port permitting a Qualified Mobile Food Catering company that sells food or beverage at the Airport.~~

“**Motor Vehicle**” or “**Vehicle**” shall mean a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point, except Aircraft or devices moved exclusively upon stationary rails or tracks.

“**Movement Area**” shall mean the runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of Aircraft and controlled by the Control Tower, exclusive of Ramps and Aircraft parking areas.

“**Newsrack**” shall mean any machine or device by means of which newspapers or other published materials are sold or distributed.

“**NFPA**” shall mean National Fire Protection Association.

~~“**Non-Movement Area**” shall mean all portions of the AOA, which do not constitute Movement Areas.~~

“**Non-Profit Activity**” or “**Non-Profit**” shall mean activities undertaken not for profit but for a philanthropic, religious, charitable, benevolent, humane, public interest, or similar purpose.

“**North Field**” shall mean that portion of the Airport generally located north of Ron Cowan Parkway and west of Airport Drive.

“**NOV**” shall mean a notice of violation of any provision of these Rules and Regulations.

“**Off-Airport Parking Operator**” shall mean any Person that is engaged in the business of operating one or more parking facilities located off Airport property, including but not limited to, hotels, motels, or other businesses located off Airport property that provide parking facilities for Airport passengers, and including online or mobile-device-application-supported Vehicle sharing and/or peer-to-peer services that include the parking of Vehicles at locations off Airport property.

“**Off-Airport Rental Car Company**” or “**Off-Airport Rental Car Operator**” shall mean a rental car company that is not an On-Airport Rental Car Company and shall include online or mobile-device-application-supported or peer-to-peer services that facilitate the temporary use of Vehicles for monetary consideration.

“**Off-Airport Rental Car Effective Date**” (for purposes of Airport Rental Car Section 8.8 ~~below~~) shall mean the date of issuance of a Rental Car Courtesy Vehicle Permit under Section 8.1(~~mn~~) ~~below~~ to the Off-Airport Rental Car Operator or to any other operator of a Rental Car Courtesy Vehicle that serves any Customer Facility of the Off-Airport Rental Car Operator.

“**Off-Airport Rental Car Privilege Fee**” or “**Privilege Fee**” (for purposes of Airport Rental Car Section 8.8 ~~below~~) shall mean, for the Ordinance Period (~~as defined below~~) after the Off-Airport Rental Car Effective Date, an amount equal to the greater of the First Year’s Minimum Annual Guarantee or the Percentage Fee, and thereafter shall mean an amount equal to the greater of the “First Year’s Minimum Annual Guarantee” or the ~~“Percentage Fee” as defined specifically in the text of Section 8.8.~~

“**Off-Airport Parking Trip Log**” (for purposes of Off-Airport Parking Operations Section 8.9) shall mean all of the Off-Airport Parking Operator’s receipts and revenues in connection with its operations and all vehicle logs or other records on the trips made by the Off-Airport Parking Operator’s Vehicles to transport customers between the Airport and any of the Off-Airport Parking

Operator's off-Airport facilities, including, but not limited to, the following information for each Courtesy Vehicle operated by each driver on each day: (i) the individual fleet vehicle number or other identifier; (ii) the name of the driver operating the Courtesy Vehicle; (iii) the beginning and ending time that the Courtesy Vehicle was operated by the named driver; (iv) the beginning and ending odometer readings of the Courtesy Vehicle; (v) the time for each instance the Courtesy Vehicle left the parking facility and the number of passengers on board; (vi) the time for each instance the Courtesy Vehicle left the Airport and the number of passengers on board; and (vii) the time, mileage, and description for any trips that the Courtesy Vehicle did not make to or from the Airport from the Off-Airport Parking Operator's off-Airport facilities.

**“Official Business Purpose”** shall mean an activity or use of a personal bag that supports or is related to the goals, objectives and mission of the business, including actions by employees that are deemed necessary, reasonable and appropriate for company employees, including but not limited to, picking up an employee paycheck on a non-working day, meeting with a supervisor or manager on a non-working day to discuss a work-related matter, or carrying personal bags in excess of the limits established in Airport Security Directive 205.5 that are necessary for work within the South Field SIDA area, subject to the verification process established in Section 2.2(j) ~~below~~ and subject to compliance with all other requirements of these Rules and Regulations, including in particular, the limitations on religious, charitable and political activities within the AOA and all Secured Areas and Sterile Areas as specified in Sections 9.3(b), 9.4(b) and 9.5(c).

**“On-Airport Rental Car Company”** shall mean a Person that leases space in the Rental Car Facility, is a member of the Committee overseeing such Rental Car Facility, and is a party to an agreement with the Port authorizing it to conduct an automobile rental business concession at the Airport.

**“Ordinance Period”** (for purposes of Airport Rental Car Section 8.8 ~~below~~) shall mean the initial period from the Off-Airport Rental Car Effective Date up to, but not including, the July 1<sup>st</sup> immediately following the first anniversary of the Off-Airport Rental Car Effective Date and each twelve month period thereafter commencing July 1 through and including June 30.

**“Park”** or **“Parked”** shall mean to put or leave or let a Vehicle or Aircraft stand or stop in any location whether the operator thereof leaves or remains in such Vehicle or Aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.

**“Partially Exempt Qualified Operator”** shall mean a Qualified Operator that is not the operator of a Courtesy Vehicle, that does not operate any Vehicle over 30 feet long on the roadways of the Airport, and that makes no more than 60 trips to or from the Airport in any calendar year (based on a trip as set forth in Section 8.7(a)). If a Partially Exempt Qualified Operator makes more than 60 such trips in any calendar year, then on the date of the 61<sup>st</sup> of such trips the Qualified Operator will cease to be a Partially Exempt Qualified Operator and will be treated as an Exempt Qualified Operator, and shall comply with all obligations of an Exempt Qualified Operator.

**“Participant”** shall mean any Person permitted under Section 9.6 to Leaflet, Solicit, Picket, display signs or otherwise attempt to communicate their view to other users of the Airport.

**“Passenger Stage Carrier”** or **“PSC”** shall mean a passenger stage corporation, as such term is defined in California Public Utilities Code Section 226, pursuant to certificates and permits issued by the Commission under the authority of Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the California Public Utilities Code as such sections may be changed or

amended. A “Passenger Stage Carrier” shall include, but not be limited to, a Person operating transportation between fixed termini or over a regular route or at fixed regular schedules such as scheduled door-to-door shuttle vans.

“**Passenger Stage Sub Carrier**” or “**Sub Carrier**” shall mean a Person who holds a TCP ~~p~~Permit from the Commission and who has entered into an agreement with a Passenger Stage Carrier to own and operate one or more Ground Transportation Vehicles under the direction, supervision, and control of such Passenger Stage Carrier; and is subject to all applicable rules and regulations of the Commission and ~~the provisions of~~ these Rules and Regulations applicable to a PSC Permit.

“**Percentage Fee**” (for purposes of Airport Rental Car Section 8.8) ~~is defined in the text of Section 8.8 below~~ shall mean an amount equal to nine percent (9%) of the Off-Airport Rental Car Operator’s Airport Gross Receipts.

“**Permit Holder**” shall mean a Qualified Operator or a Qualified Taxicab Operator to which one or more Airport Permits or Airport Taxi Permits have been issued.

“**Person**” shall mean any individual, group of individuals, firm, partnership, corporation, company, Limited Liability Company, limited liability partnership, association, joint stock association, governmental entity or other body politic; and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

“**Picketing**” shall mean the display of placard signs as part of participating in a picket line as a picket or taking part in any labor or other form of demonstration, protest or expression of Non-Profit speech. “Picketing” does not include any Commercial activity, including without limitation Commercial Solicitation.

“**Port**” shall mean the Port of Oakland, also known as the Port Department of the City, under the exclusive control and management of the Board and the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

“**Port Attorney**” shall mean the Port Attorney employed by the Port.

~~“**Pre-Reserved Customer**” shall mean a passenger who requests, expects or who has made a reservation for Ground Transportation Services from a specific Commercial Vehicle Operator or as part of other services (e.g., hotel, car rental or convention) prior to the transporting Ground Transportation Vehicle’s entry on the Airport.~~

~~“**Primary Fueling Privileges**” shall mean the non-exclusive privilege granted by the Port to a tenant to provide fuel for Aircraft located on such tenant’s premises in the North Field and on public areas of the North Field but not on premises leased, licensed or assigned by the Port to any other Person unless such Person consents to such tenant providing fuel on such other Person’s premises.~~

“**Private Vehicle**” shall mean a Motor Vehicle transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity. In no instance shall a Courtesy Vehicle be considered as a Private Vehicle.

“**PSC Permit**” shall mean a permit issued by the Commission to a Qualified Operator to operate a Passenger Stage Carrier.

**“Qualified Operator”** shall mean a Passenger Stage Carrier, Passenger Stage Sub Carrier, operator of a Courtesy Vehicle or a Limousine.

**“Qualified Taxicab Operator”** shall mean a Person to whom the City has issued a Taxi Medallion, or a Person who has entered into a lease with a Person who has been issued a validly issued Taxi Medallion, and who actually is in possession of the Taxi Medallion issued.

**“Ramp”** shall mean those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of Aircraft.

**“Ramp Permit”** shall mean a permit issued by the Director or Assistant Director granting permission to operate or be operated within the AOA, or a designated portion thereof, subject to the requirements of these Rules and Regulations.

**“Receipt”** shall mean a card or computer generated receipt in the form specified by Port to be furnished by the Driver upon demand by any passenger after payment of the fare. The receipt shall state the name of the Driver, the name of the Permit Holder, the amount of the fare, the amount paid by the passenger, the tip amount, and the date and time of the transaction.

~~**“Recyclable Materials” or “Scrap” shall mean material that may be either (a) reused ‘as-is’ or after repairs have been completed and/or (b) salvaged from the value of their mineral or other content after treatment and processing.**~~

**“Registered Taxicab Driver”** shall mean a Qualified Taxicab Operator who does not possess an Airport Permit issued by the Port, but who has registered with the Airport to provide Taxicab ~~Services~~ at the Airport by completing a registration form in the form ~~attached to these Rules and Regulations as set forth in “Appendix GC (Taxicab Driver Registration and Agreement)”~~, which may be obtained from a Starter or the Landside Operations Manager.

**“Rental Car Facility”** shall mean the rental car facility constructed by the On-Airport Rental Car Companies and located northwest of the Doolittle Drive and Langley Street intersection on the North Field at the Airport.

**“Rental Car Radius”** shall mean the geographic area within the boundaries extending from the Airport to and including Bay Farm Island in Alameda, from the Bay Farm Island Bridge in Alameda, across San Leandro Bay to the intersection of Oakport Street and 66<sup>th</sup> Avenue in Oakland; and the area encompassed by and the frontage on both sides of the following streets: 66<sup>th</sup> Avenue from Oakport Street to San Leandro Street in Oakland; San Leandro Street, from 66<sup>th</sup> Avenue to Hegenberger Road in Oakland; Hegenberger Road from San Leandro Street to Baldwin Street in Oakland, from Hegenberger Road to 85<sup>th</sup> Avenue in Oakland, 85<sup>th</sup> Avenue from Baldwin Street to Edes Avenue in Oakland; Edes Avenue from 85<sup>th</sup> Avenue to 98<sup>th</sup> Avenue in Oakland; 98<sup>th</sup> Avenue from Edes Avenue to Interstate 880 in Oakland; Interstate 880 from 98<sup>th</sup> Avenue to Williams Street in San Leandro; and Williams Street from Interstate 880 to and including Oyster Bay Regional Shoreline in San Leandro; and Oyster Bay Regional Shoreline extending to Eden Road in Oakland and extending to the Airport.

**“Risk Manager”** shall mean the person employed by the Port as the Port’s risk manager, or his or her designee.



**“Rules and Regulations”** shall mean the provisions of Articles 1 through 12 of this Ordinance and the Appendices attached to these Rules and Regulations and all Airport Directives as incorporated herein, as the same may be amended from time to time.

**“Secured Areas”** shall mean any area of the Airport as identified in the Airport Security Program requiring security access procedures consistent with regulations promulgated by the FAA or TSA, and all other applicable regulations.

**“Security Enforcement Program”** shall mean the Security Enforcement Program included with the Airport Security Program and approved by the Director or the Assistant Director with respect to the Airport, as amended from time to time, and as administered by the Aviation Security Manager.

**“Security Screening”** shall mean the prescribed security screening of passengers, Airport employees, and other persons, luggage, goods, cargo, and such other prescribed items pursuant to applicable rules and regulations, orders, security directives or such other directives as may be duly issued and in effect from time to time by the TSA and/or DHS.

**“Sheriff”** shall mean the duly appointed and acting Sheriff of Alameda County, California, or his or her designee.

**“SIDA”** shall mean the security identification display area, as delineated in the Airport Security Program.

**“Smoke”** shall mean the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts. The term “Smoke” includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and any other narcotic smoke.

**“Smoking”** shall mean engaging in an act that generates Smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, operating an electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

**“Soliciting”** shall mean the oral or written request for funds, signatures or any thing of value conducted by a Person to or with passers-by in a continuous and repetitive manner. “Funds” for purposes of this definition shall include money, alms, property, and the written pledge of a future donation. “Soliciting” also includes offering any property for sale, upon the representation that the proceeds will be used for charitable or religious purposes.

**“South Field”** shall mean that portion of the Airport generally located south of Ron Cowan Parkway and east of Airport Drive.

**“Starter”** shall mean the Person employed by or at the direction of the Port to direct any Ground Transportation Vehicle or Taxicab to exit a Holding Lot and to proceed to the Designated South Field Area or the North Field and to direct the loading and unloading of passengers or to proceed to the Starter Booth, to collect Vouchers and to direct passengers to Taxicabs.

**“Starter Booth”** shall mean the location or locations at the Airport designated for the loading and departure of Taxicabs serving the Terminal Complex.

“**Sterile Area**” shall mean the area of the Airport designated from time to time by the Assistant Director for which access is controlled by Security Screening in accordance with the Airport Security Program.

“**Taxicab**” shall mean a Motor Vehicle designed for carrying not more than eight (8) persons, excluding the driver, used to carry passengers for a fee or fare, including fare charged on a per mile or waiting time basis or both, and defined as a taxicab in the City’s ~~Taxicab Standards~~ Ordinance, Chapter 5.64 of the City Municipal Code and operated with a permit issued by the Port pursuant to these ~~Taxicab Rules and Regulations~~. Taxicab does not include any other Ground Transportation Vehicle, ambulances, vans, or limousines.

“**Taxicab Driver**” shall mean an individual possessing a Taxicab Driver Permit operating a Taxicab for a Qualified Taxicab Operator.

“**Taxicab Driver Permit**” shall mean a taxicab driver permit issued by the Chief of Police pursuant to the City Taxi Ordinance.

“**Taxi Medallion**” shall mean a taxi medallion issued by the Chief of Police pursuant to the City Taxi Ordinance.

“**Taxicab Permit Holder**” ~~or “Permit Holder”~~ shall mean a Qualified Taxicab Operator to which one or more Airport Taxi Permits have been issued.

~~“**Taxicab Regulations**” shall mean the Port’s rules and regulations for the conduct of Taxicab operations at the Airport identified in Article 8 of these Rules and Regulations.~~

~~“**Taxicab Services**” shall mean any of the services provided by a Taxicab at, to, from, or on behalf of the Airport.~~

~~“**Taxi Medallion**” shall mean a taxi medallion issued by the Chief of Police pursuant to the City Taxi Ordinance.~~

~~“**Taximeter**” shall have the meaning set forth in the City Taxi Ordinance.~~

“**TCP**” shall have the same meaning as Charter Party Carrier.

“**TCP Permit**” shall mean a permit issued by the Commission to a Qualified Operator to operate a Class A Charter Party Carrier.

~~“**TCP-Z Permit**” shall mean a permit issued by the Commission to a Qualified Operator to operate as a specialized carrier who does not hold themselves out to serve the general public, but only provides service under contract with industrial and business firms and others, or who only conducts transportation services which are incidental to another business.~~

“**Terminal Complex**” shall mean all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368, XU70, X162, and X163) located within the Airport and open to the public for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, adjacent curbs and roadways, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel.

**“Transponder”** shall mean an automatic Vehicle identification device.

**“TNC”** shall mean a transportation network company, as such term is defined in California Public Utilities Code Section 5431 (as that section may be amended). Such term currently means an organization – including, but not limited to, a corporation, ~~L~~limited ~~L~~iability ~~C~~company, partnership, sole proprietor, or any other entity, ~~—~~ operating in California that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle, ~~as regulated by the Commission.~~

**“TNC Airport Property”** shall mean the geographical boundary of the Airport for purposes of providing TNC Services, as determined by the Assistant Director and which boundary shall be incorporated into every TNC Permit Holder’s TNC Mobile App to establish a virtual perimeter, as approved by the Assistant Director.

**“TNC Driver”** shall mean an individual operating a privately-owned vehicle on TNC Airport Property to perform TNC Services.

**“TNC Mobile App”** shall mean a TNC Permit Holder’s mobile application technology to be used to provide TNC Services.

**“TNC Permit”** shall mean the permit issued by the Port permitting a TNC to offer TNC Services.

**“TNC Permit Holder”** shall mean a TNC to which a TNC Permit has been issued.

**“TNC Services”** shall mean any services provided by a TNC Driver when using a TNC Mobile App to provide transportation services on the TNC Airport Property. TNC Services include all of the following three periods of operation: (i) Period One: when the TNC Mobile App is open and the TNC Driver is waiting for a match; (ii) Period Two: when the match has been accepted by the TNC Driver has not yet picked up the passenger; and (iii) Period Three: when the TNC Driver has a passenger in the TNC Vehicle until the passenger safely exits the TNC Vehicle.

**“TNC Trip”** shall mean each instance in which a TNC Vehicle drops off or picks up a passenger on the TNC Airport Property. For example, a TNC Vehicle dropping off a passenger and then picking up another passenger without leaving TNC Airport Property shall constitute two TNC Trips. A TNC Vehicle dropping off or picking up multiple passengers who are sharing a ride for the same drop off or pick up shall constitute one TNC Trip.

**“TNC Vehicle”** shall mean a personal, privately-owned Vehicle used by a TNC Driver to provide TNC Services. A Vehicle used to provide TNC Services shall be considered a TNC Vehicle under these Rules and Regulations, regardless of whether the TNC Permit Holder has certified the Vehicle and/or has provided adequate insurance for the Vehicle under these Rules and Regulations.

**“Trash”** shall mean material that has no salvage or recyclable value.

**“TSA”** shall mean the United States Transportation Security Administration within DHS, and any federal agency succeeding to its duties and powers.

**“Unregistered Taxicab Driver”** shall mean a Qualified Taxicab Operator who has neither obtained an Airport Taxi Permit issued by the Port nor registered with the Airport to provide Taxicab ~~S~~services by completing a registration form in the form ~~attached to these Rules and Regulations as set~~



forth in “Appendix GC” (Taxicab Driver Registration and Agreement), which may be obtained from a Starter or the Landside Operations Manager, and shall not include a Qualified Taxicab Operator whose commercial driving privileges have been revoked at the Airport pursuant to these Rules and Regulations.

“**Vehicle**” shall mean a device in, upon or by which a person or property may be transported, carried or otherwise be moved from point to point, including a Motor Vehicle or a device moved by human or animal power, except Aircraft or devices moved exclusively upon stationary rails or tracks.

“**Voucher**” shall mean a card in the form specified by Port and issued to the Qualified Taxicab Operator, Door-to-Door Shuttle Operator, or Taxicab Driver upon payment in advance of the required trip fee.

“**Weapon**” shall mean any instrument of offensive or defensive combat, or anything used, or reasonably capable of being used to, injure, wound, or kill a person, including (without limitation) a knife, metallic knuckles, slingshot, club, tear gas gun, mace, pepper spray, taser, chemical weapon, electric weapon or device, or explosive device.

“**Working Day**” shall mean a day (or other period) on which a Ground Transportation Vehicle or Taxicab, ~~as applicable, for which an Airport Permit or Airport Taxi Permit, respectively, has been issued~~ is authorized to provide Ground Transportation Services or Taxicab ~~s~~Services by the Landside Operations Manager pursuant to Article 8 Sections 8.1(a) (b) or (m) below for Ground Transportation Services and Sections 8.2(a) and (c) below for Taxicab Services.

## 1.2 RULES OF INTERPRETATION AND CONSTRUCTION

a) Wherever these Rules and Regulations refer to “applicable law,” such term shall refer to all present and future federal, state, and local statutes, ordinances and regulations and Port ordinances applicable to the Person or the Airport or the use thereof and judicial or administrative interpretations thereof, as amended from time to time, including but not limited to Transportation Security Regulations and Security Directives issued from time to time by DHS or TSA, Federal Regulations and Advisory Circulars issued from time to time by the FAA, these Rules and Regulations, Notices to Airmen (“NOTAMs”) and Airport Directives issued by the Port from time to time and directions issued by the Control Tower. In the event of any conflict among requirements, unless prohibited by superseding applicable law, the more restrictive requirement shall apply, and the judgment of the Assistant Director shall be dispositive. All Persons using the Airport shall be obligated to be familiar with all applicable laws and shall be deemed to have knowledge of such applicable laws.

b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine, or feminine gender.

c) Headings of articles and sections in these Rules and Regulations are solely for convenience of reference, do not constitute a part of these Rules and Regulations and shall not affect the meaning, construction or effect hereof.

d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms used in these Rules and Regulations refer to these Rules and Regulations as a whole and not merely to the article or section in which such terms are used.

e) Words relating to aeronautical practices, processes and equipment shall be construed according to their general usage in the aviation industry.

f) Where these Rules and Regulations refer to a document, agreement, or other written instrument, unless specifically otherwise provided, such reference shall be to such document, agreement or instrument as amended from time to time.

## **ARTICLE 2. GENERAL REGULATIONS AND SECURITY.**

### **2.1 COMPLIANCE WITH RULES AND REGULATIONS**

a) Any permission granted by the Port, directly or indirectly, expressly or by implication or otherwise, to any Person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with these Rules and Regulations. The exercise of the privilege of using the Airport and its facilities or any part thereof shall constitute the agreement of the Person using the Airport to comply fully with these Rules and Regulations.

b) Any permission granted by the Port under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established by the Port.

c) All permits and badges issued by the Port are the property of the Port and such permits, badges, and all other endorsements and authorizations included therein are subject to revocation by the Director or Assistant Director.

d) Notwithstanding the foregoing provisions of this Section 2.1, these Rules and Regulations shall not prevent the exercise of rights expressly granted by the Port in written agreements between the Port and the Person to whom such rights have been granted.

### **2.2 SECURITY REQUIREMENTS**

The Airport is subject to regulation by DHS and TSA with respect to security matters and, in compliance with applicable law, has developed and adopted the Airport's Security Program. The Director, acting through the ~~Airport-Aviation~~ Security Manager, may amend the Airport Security Program from time to time, and DHS and TSA may issue security directives or amend regulations issued from time to time applicable to operations at the Airport, or certain portions thereof, and to all or certain designated Persons at the Airport. Due to the changing nature of threats to security, requirements applicable to security at the Airport are likely to change, and each Person at the Airport shall be subject to and obligated to be aware of the changes to such requirements as may be applicable to such Person. Each Person using the Airport is subject to and shall strictly comply with all applicable laws relating to Airport security, including without limitation, rules and regulations issued by DHS or TSA, including the provisions of Title 49 CFR Parts 1540, 1542, and 1544, and all applicable local and federal laws, as well as security directives issued by DHS, TSA, or the Director or Assistant Director and applicable provisions of the Airport Security Program and these Rules and Regulations (collectively, "Security Regulations").

a) Any Person who fails to comply with the Security Regulations shall be subject to enforcement action under the provisions of the ~~Airport~~-Security Enforcement Program and these Rules and Regulations, including potential revocation of that Person's Airport Security Badge ~~(defined in Section 2(d) below)~~ and unescorted access privileges to the SIDA, fines and penalties, and the employer and/or ~~B~~badge ~~s~~Sponsor of such Person may also be subject to fines and penalties under the

Security Enforcement Program and these Rules and Regulations, pursuant to Articles 10 and 11 ~~herein~~. In addition, violations of the Security Regulations may result in civil penalties or fines and criminal prosecution under applicable law.

b) Each Commercial Aviation Operator serving the Airport must have an: Aircraft Operator Standard Security Program, Foreign Air Carrier Model Security Program, Twelve Five Standard Security Program, Private Charter Standard Security Program, Full All Cargo Aircraft Operator Standard Security Program, Indirect Air Carrier Standard Security Program, Fixed Base Operator Standard Security Program, or a DCA Access Standard Security Program, as applicable, as approved by the TSA. Each tenant, licensee or other occupant of space at the Airport shall become familiar and shall comply in all material respects with the Airport Emergency Plan (i.e., those procedures, programs and rules established, implemented and maintained by the Port in the event of an emergency at the Airport), as in force from time to time.

c) Only authorized and properly identified persons with valid, properly displayed Port-issued identification badges with authorization for the applicable Secured Area of the Airport, or persons escorted by a person with such a badge in accordance with the Airport Security Program, and Vehicles displaying valid Ramp Permits or otherwise authorized under these Rules and Regulations, are allowed access onto the AOA, the SIDA and other Secured Areas. All operators of Vehicles on the AOA must be properly authorized to operate on the AOA pursuant to the Port's internal protocols as defined in the Airport Security Program and as described during the SIDA training process, either through a process for obtaining a Ramp Permit or otherwise with the prior written permission of the Assistant Director. All operators of Vehicles on the AOA must hold all driving certifications necessary to obtain and maintain a driving endorsement, pursuant to Safety Directive 406.2, as incorporated by reference herein and as may be amended from time to time, and must notify the Assistant Director immediately if any of these certifications expire or are revoked. Access to each Secured Area of the Airport may require separate authorizations, which shall be displayed on a person's Port-issued identification badge. If a person's Port-issued identification badge has been confiscated by the Assistant Director, that person may not access the AOA, SIDA or other Secured Areas, with or without escort, unless and until the Port-issued identification badge has been returned to such person following completion of any required remedial actions.

d) All persons and objects are subject to Security Screening prior to or after entering a Sterile Area, the AOA, any Secured Area, or any other area designated from time to time by the Director or Assistant Director. Further, all persons who are granted an Airport Security Badge ~~Port-issued identification badge, keys and PIN/cipher codes (collectively referred to herein as "Airport Security Badges")~~ shall be subject to search of their person or accessible property while on Airport property and this requirement shall be acknowledged by all applicants (including renewal applicants) for an Airport Security Badge.

e) Unidentified or unauthorized personnel in the AOA may be detained and/or removed by the Port. Unidentified or unauthorized Vehicles in the AOA may be removed by the Port at the expense of the Vehicle owner.

f) Any Person who violates any applicable security regulation, including without limitation the regulations and security directives issued by DHS, TSA, or the Director or Assistant Director, and the Security Regulations, may be denied future entry onto the AOA, may be denied an Airport Security Badge, and may be subject to fines and/or penalties pursuant to Articles 10 and 11 of these Rules and Regulations.

g) Security doors and all other means of access to and egress from the AOA, SIDA, Sterile Areas, and other Secured Areas shall be kept locked or controlled as detailed in Security Regulations and any applicable training required as a prerequisite to obtaining an Airport Security Badge.

h) Any Person causing or responsible for any security violation at the Airport shall reimburse the Port for the full amount of any monetary penalty imposed upon the Port in connection with such security violation in addition to the Port's costs, expenses and attorneys' fees, including amounts attributable to Port Attorney time or Port staff time, arising out of such security violation, in addition to any other applicable fines and penalties.

i) No person may possess, use, consume or sell any illegal substances, alcohol or other controlled substances while performing their duties at the Airport except in strict accordance with applicable law.

j) Official Business Purpose is required for all Airport Security Badges.

1. All Airport Security Badges must be used for an Official Business Purpose only and in accordance with all applicable TSA regulations, the TSA-approved Airport Security Program and any applicable training provided to employees when the Airport Security Badge was most-recently issued, along with any updated requirements related thereto as provided by the Airport. The Airport-Aviation Security Manager is authorized to take action to prevent or halt any activity that he or she reasonably believes is not an Official Business Purpose and violates these Rules and Regulations.

2. All Airport Security Badges associated with a particular private party must be used in accordance with that party's policies and procedures in addition to being used for an Official Business Purpose.

(i) All activities connected with the use of a private party's Airport Security Badge must be sanctioned by the party sponsoring the Airport Security Badge ~~Badge Sponsor~~.

(ii) The Port may request written verification from the private party sponsoring the Airport Security Badge ~~Badge Sponsor~~ to confirm whether a particular activity (including personal bag use as referenced in Section 2.2(k)-below) is sanctioned and approved by the private party's management and supports an Official Business Purpose.

(iii) Any private party receiving a request for verification under Section 2.2(j)(2)(ii) ~~above~~ shall promptly provide a signed verification to the Port on private party letterhead.

(iv) The Aviation Security Manager will review such verification for consistency with these Rules and Regulations. Upon a finding by the Aviation Security Manager that conduct approved by a private party as having an Official Business Purpose is an unreasonable use of the Airport Security Badge, the Aviation Security Manager shall notify the private party that the subject conduct has been disapproved and shall not be considered having an Official Business Purpose.

3. Airport Security Badges may not be used to provide personal access to otherwise inaccessible areas unless specifically allowed by the Port and the ~~private party sponsoring the Airport Security Badge~~ Badge Sponsor and in full compliance with Airport policies and Airport procedures, including but not limited to, the limitations identified in Article 9 of these Rules and Regulations.

4. Airport Security Badges are prohibited from being used to bypass or otherwise circumvent Airport and/or airline security procedures pursuant to 49 CFR § 1540.105, as it may be amended from time to time.

5. ~~Any~~ Person issued an Airport Security Badge must comply with all federal, state, and local laws and regulations, including these Rules and Regulations, all applicable Airport Directives, and any and all requirements of any applicable contract or agreement. Failure to so comply shall lead to enforcement action and may include Airport Security Badge revocation and/or financial penalties pursuant to Articles 10 and 11 ~~of these Rules and Regulations~~, as applicable. In addition, civil penalties and fines and criminal prosecution under applicable law may result.

6. Any Person issued an Airport Security Badge shall ~~be required to update report to~~ the Aviation Security Manager ~~with~~ any changes to their personal information included on their application for the Airport Security Badge (including any ~~such~~ changes to their personal address) within thirty (30) days after such change.

7. Reporting Badges. All Persons issued an Airport Security Badge, Authorized Signers for such Airport Security Badge, and Badge Sponsors for such Airport Security Badges shall immediately report to the Airport Operations Center any Airport Security Badge that is lost, stolen, or for which there is no longer any Official Business Purpose. Failure to make such an immediate report shall result in a fine in the amount set forth in Appendix A (Airport Master Fee Schedule), which shall be in addition to any other applicable fines, penalties, and enforcement provisions.

8. Returning Badges. All Authorized Signers for an Airport Security Badge and/or the Badge Sponsors shall return Airport Security Badges that are expired, deactivated, or for which there is no longer any Official Business Purpose within three (3) business days of the date the Airport Security Badge expired or no longer had any Official Business Purpose. Failure to return such Airport Security Badges within thirty (30) days for any reason shall result in a fine in the amount set forth in Appendix A (Airport Master Fee Schedule), unless otherwise waived by the Assistant Director in his or her absolute discretion.

9. Replacement Badges. A replacement Airport Security Badge may be issued for lost Airport Security Badges for a fee in the amount set forth in Appendix A (Airport Master Fee Schedule), depending on the number of times a replacement Airport Security Badge was issued during the effective term of that Airport Security Badge. Airport Security Badges cannot be replaced more than three (3) times. Notwithstanding the above, Airport Security Badges that were stolen and for which the Aviation Security Manager is provided with a verifiable report by a relevant law enforcement agency that is acceptable to the Aviation Security Manager shall not require a replacement fee and shall not count toward the three (3) time limit on the replacement of Airport Security Badges.

k) Personal Bags Within South Field SIDA.



1. Personal bags carried within the South Field SIDA shall meet all size, number, and type requirements and limitations as established in Airport Security Directive 205.5, as may be amended from time to time (“Personal Bag Limits”), unless the Aviation Security Manager ~~or designee~~ has provided a written exception to the Personal Bag Limits pursuant to the process outlined ~~below~~ in Section 2.2(k)(2).

2. Pursuant to Airport Directive 205.5, any person may request, in writing, an exception to the Personal Bag Limits from the Aviation Security Manager ~~or designee (to include the Airport Security Coordinator)~~. The written request shall be submitted at least forty-eight (48) hours in advance of the requested access, and shall include the date ~~and~~ time of the proposed access, the number and size of bags to be brought into the South Field SIDA, and the reason for the requested exception.

3. The Port may use the verification process identified ~~above~~ in Sections 2.2(j)(2)(ii)–(iv) to determine whether an employee’s use of a personal bag(s) in excess of the Personal Bag Limits is necessary to serve an Official Business Purpose.

1) Vehicles Within SIDA. Except for Law Enforcement Officers and emergency responders, no Person shall leave the key to a Vehicle within the SIDA in that Vehicle while the Vehicle is unattended, unless the key is otherwise secured.

## **2.3 LOST AND FOUND AND ABANDONED PROPERTY**

Any person finding lost articles at the Airport (each, a “finder”), other than at the checkpoint areas for Terminal 1 and Terminal 2 at the Airport, shall immediately deposit them with the Port’s Lost and Found Department. Lost articles found at the checkpoint areas shall be turned over to TSA personnel at the checkpoint. Articles unclaimed by their proper owner within ninety (90) days thereafter may be turned over to the City’s Police Department or otherwise disposed of in accordance with applicable law, unless the Assistant Director determines that the property has a value of less than One Hundred Dollars (\$100), in which case, either (i) upon the request of the finder, the property shall be turned over to the finder, or (ii) if the finder is an employee of the Port, or an employee of another public agency and found the property in the course of his or her employment, dispose of the lost article in accordance with applicable law. Nothing in this paragraph shall be construed to deny the right of Commercial Aviation Operators who are a party to an Airline Operating Agreement with the Port or other Airport tenants to maintain “lost and found” services for property of their patrons, invitees, or employees in accordance with ~~the provisions of~~ applicable California law.

No Person shall abandon any personal property on the Airport. Any Person that violates this Section 2.3 shall be obligated, upon demand of the Assistant Director, to reimburse the Port for all costs and expenses incurred in disposing of such abandoned property, including attorney’s fees and amounts attributable to Port Attorney time, in addition to any applicable penalties identified ~~below~~ in Article 10(-a). Any abandoned Ground Service Equipment within the AOA will be handled pursuant to the GSESIP, as set forth in Appendix C (Ground Support Equipment Safety Inspection Program).

## **2.4 ADMINISTRATIVE INTERPRETATIONS, OPERATING DIRECTIVES AND EMERGENCY PROCEDURES**

The Director shall be responsible and shall have full authority for interpreting, implementing and administering these Rules and Regulations. In the event that any provisions of these Rules and Regulations are deemed ambiguous and a determination as to the meaning of the provision is required,

the matter shall be referred to the Director. The Director's determination as to the meaning of the provision shall be consistent with the policies set forth or implied in these Rules and Regulations and shall be deemed incorporated into these Rules and Regulations as though fully set forth herein. In addition, Airport Directives issued from time to time by the Director or Assistant Director shall be considered as interpretive and implementing rules and shall have the full force and effect of these Rules and Regulations. Copies of all Airport Directives shall be kept on file and may be inspected at the office of the Assistant Director at the Airport.

In the event there is an express conflict relating to an area of operation, topic or activity between any of the provisions of these Rules and Regulations and any Airport Directive, provisions of or instructions contained in these Rules and Regulations shall be deemed to govern and the provisions of Airport Directives shall be deemed to interpret and implement these Rules and Regulations to the extent that such provisions are not directly conflicting with these governing Rules and Regulations. In the event there is an express conflict between provisions or instructions contained in different Airport Directives relating to an area of operation, topic or activity, the provisions or instructions applying more specifically to the given area of operation, topic or activity shall govern.

In the case of an emergency at the Airport which threatens the health, welfare, or safety of persons or property or threatens to disrupt the safe operation of, or construction activities at, the Airport, the Director or Assistant Director shall have the authority, after consultation with the Port Attorney, to take any action consistent with the policies set forth or implied in these Rules and Regulations, and to suspend these Rules and Regulations for not more than thirty (30) days, as he or she considers necessary or desirable to respond to the emergency.

Notwithstanding the foregoing, the Director and the Assistant Director shall at all times have authority to take such reasonable action as may be necessary for the proper handling of the conduct and management of the public at the Airport.

## **2.5 AIRPORT BUILDINGS ARE NOT HISTORIC LANDMARKS**

The Board hereby declares to the maximum extent permitted by law that none of the buildings in the Terminal Complex or any other improvements on the Airport shall be considered historic landmarks or ~~to~~ have any other historic designation.

## **2.6 OTHER LAWS**

All applicable provisions of federal, ~~and~~ State of California, and local laws and regulations, (including, without limitation, the California Vehicle Code, applicable chapters of the City Municipal Code, and other provisions of the City Municipal Code specifically referenced herein), now in existence or hereafter promulgated and as in effect from time to time and not in conflict with these Rules and Regulations or Airport Directives, are hereby adopted by this reference as part of the se Rules and Regulations ~~of the Port~~.

## **2.7 MODIFICATION TO RULES AND REGULATIONS**

The Director is authorized to modify any provision of these Rules and Regulations upon the advice or recommendation of the Port Attorney that such modification is required by applicable laws or to address necessary Airport operational changes. Any such modification may be made by Airport Directive, which shall be effective immediately upon the issuance of such Airport Directive, and shall be incorporated into the next regular update to the se Rules and Regulations.

## ARTICLE 3. PERSONAL CONDUCT.

### 3.1 COMPLIANCE WITH SIGNS

All Persons shall observe and obey all posted signs, fences, and barricades prohibiting entry upon the AOA, Movement Areas, Secured Areas, or Sterile Areas, or governing the activities and demeanor of the public while on the Airport. Notices of restricted access to AOA, Movement Areas, Secured Areas, or Sterile Areas shall be posted in accordance with applicable law.

### 3.2 NON-INTERFERENCE WITH AIRPORT OPERATIONS OR USE

a) It shall be unlawful for any Person, singularly or in association with others, to interfere with any lawful business carried on by the employees of the Port by obstructing or intimidating any other Person or Persons from use and enjoyment of the Airport and its facilities or any part thereof for the purposes of the Airport or of transacting business with the employees of the Port.

b) It shall be unlawful for any Person to remain in or on any public area, place, or facility at the Airport in such a manner as to hinder or impede the orderly passage in or through, or the normal or customary use of, such area, place, or facility by Persons or Vehicles entitled to such passage or use.

c) It shall be unlawful for any Person to refuse or fail to leave any portion of a building at the Airport, including the Terminal Complex, during those hours ~~of the day or night~~ when that portion of the building is regularly closed to the public upon being requested to do so by a Law Enforcement Officer, Port contracted security guard, or authorized Port staff, except when such Person is pursuing lawful business authorized by the Port at such building.

d) It shall be unlawful for any Person at the Airport, including a person with an Airport Security Badge, to act in such a way that threatens or causes immediate harm to the safety and security of the Airport, other persons, tenants, ~~and/or~~ employees.

### 3.3 ASSUMPTION OF RISK; RELEASE; INDEMNITY

The exercise of the privilege of using the Airport and its facilities or any part thereof shall constitute the assumption of full responsibility and risk by any Person using the Airport and its facilities, and the agreement of such Person to ~~release, hold harmless, defend and indemnify the Port and its officers, agents and employees, from any liability, loss, damage, injury or death to such Person or to third persons or their property in any way arising from such use, unless such liability, loss, damage, injury or death was caused by the negligence or willful misconduct of the Port. In carrying out its obligations to the Port hereunder, such Person shall use counsel acceptable to the Port Attorney~~ Indemnify the Port, as such phrase is defined in Section 1.1.

### 3.4 ANIMALS

#### a) General Regulations.

1. Subject to the prohibitions set forth in this Section, all Persons bringing any animal onto any part of the Airport shall keep such animal completely under that Person's control at all times. ~~No Person shall enter any part of the Airport with a domestic animal, other than a designated service animal, unless such animal is kept restrained by a leash or is so confined as to be completely under control.~~



2. No Person shall permit any feral animal under his or her control or custody to enter the Airport, except for feral animals that are to be or have been transported by air and are properly confined for air travel, in accordance with all applicable laws.

3. No Person shall hunt, pursue, trap, catch, injure, or kill any animal on the Airport unless authorized by the Assistant Director or other governmental entity with jurisdiction.

4. No Person shall feed or do any other act to encourage the congregation of birds, rodents, or other animals on the Airport.

5. Persons who bring an animal into the Airport shall clean up after said animal and may be held responsible for all costs incurred by the Port in cleaning up after such animal.

**b) Terminal Regulations.**

1. No Person shall enter any building within the Terminal Complex with a domestic animal, unless such animal is to be or has been transported by air and is confined in a carrier or other container so as to be completely under control, unless the animal is (1) a service animal as defined by the American With Disabilities Act, which includes dogs that are individually trained to do work or perform tasks for people with disabilities, (2) expressly permitted under the Air Carriers Access Act (49 USC § 41705 and 14 CFR Part 382, as amended), or (3) guard and search dogs under the control of authorized handlers and present at the Airport as authorized and approved by the Assistant Director.

2. No Person shall permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks of the Airport or upon the floor or carpet of the Terminal Complex or any other Airport property, except in such areas as are designated by the Director as animal relief exercise-areas.

**3.5 COMMERCIAL ACTIVITY**

**a) General.**

No Person shall occupy or rent space and no Person shall carry on any business, Commercial enterprise or activity, including without limitation, Commercial Soliciting, promotional activities or any other form of revenue-producing activity on the Airport, without first obtaining a written contract, permit, license, or other form of written authorization ~~therefore~~ from the Port or the Director. Any Person seeking to obtain a permit to perform Commercial Solicitation at the Airport must either have entered into a written occupancy agreement with the Port or be sponsored in writing by a Person that has entered into a written occupancy agreement with the Port that allows for such conduct.

**b) Advertising and Display; Commercial Speech.**

No Person, for a Commercial purpose, shall post, distribute, or display signs, advertisements, circulars, pictures, sketches, drawings, or engage in other forms of Commercial speech without first complying with Section 3.5(a)-~~above~~.

No Person or tenant at the Airport shall post, display or affix any Commercial message at the Airport or, if within the Terminal Complex, on or atop any ticket counter, back wall, station, wall, aircraft boarding bridge, floor, or other surface without first obtaining the written permission of the Assistant Director.

The Assistant Director shall have the right to remove and dispose of any sign, advertisement, circular, picture, sketch, drawing, or other Commercial message that violates ~~any of the provisions of~~ these Rules and Regulations. The Assistant Director shall have the right to post, or cause to be posted, signs, advertisements, circulars, pictures, sketches, drawings, or other Commercial messages that promote the use of Airport-provided services.

c) **Commercial Photography and Filming; Media Coverage.**

No Person shall take still, motion, ~~or~~ sound motion pictures, ~~or~~ sound records, or recordings of voices or otherwise on the Airport for Commercial or professional purposes without obtaining a written permit from and in a manner authorized by the Assistant Director. Such a permit shall be required for all types of studio and independent productions such as, but not limited to, feature films, short films, documentaries, commercials, music videos, television series, television movies, television shows, webisodes, public service announcements, student films, corporate videos, educational films, advertisements, and professional photography.

All photography and filming at the Airport is subject to the following conditions:

1. As part of the Airport's efforts to provide for the safety and security of Persons using the Airport, Persons engaging in such photography or filming may be subject to questioning by Law Enforcement Officers or Airport personnel, and may also be subject to search of their person or property, detention, arrest, or other appropriate law enforcement action if a Law Enforcement Officer determines that there is reasonable suspicion or probable cause that such conduct constitutes criminal activity.

2. Such photography or filming shall be in accordance with all applicable laws, regulations, and directives of the Port, FAA, TSA, DHS, and any other applicable public agency.

~~;~~ ~~provided however that~~ This Section 3.5(c) shall not apply to bona fide coverage by the news media conducting their business in areas authorized by the Assistant Director and in accordance with these Rules and Regulations.

d) **Commercial Solicitation.**

Except as expressly authorized under Section 9.5 ~~below~~, no Person shall solicit for any purpose on the Airport. No Person shall engage in Commercial Soliciting or distribute goods or food without the written permission of the Assistant Director, or an occupancy agreement duly approved by the Port for such purpose.

### **3.6 POLLS, QUESTIONNAIRES AND SURVEYS**

No Person shall conduct any polls, questionnaires, or surveys on the Airport without first obtaining written permission from the Assistant Director.

### **3.7 MOVEMENT AREAS AND AIR OPERATIONS AREAS**

No Person may, without the prior authorization of the Assistant Director (and in the case of any Movement Area, without also obtaining the consent of the Control Tower), enter the AOA, Movement Area, Secured Areas, or Sterile Areas on the Airport except:

a) Persons assigned to duty thereon and entering in accordance with the Airport Security Program or applicable FAA or TSA regulations; or

b) Passengers who have undergone Security Screening and, under appropriate supervision by Airport Security Badge holder(s) (as arranged by the Commercial Aviation Operator), enter upon the Ramp for the purposes of enplaning or deplaning an Aircraft; or

c) Persons authorized to be in such areas under the Airport Security Program.

Pedestrian and ground Vehicle activities within the AOA are regulated by Safety Directive 406.2, as may be modified from time to time, which ~~d~~Directive is incorporated herein by this reference.

### **3.8 FIREARMS AND WEAPONS**

To the fullest extent permitted by law, no Person may carry, furnish, give, sell, or trade any Firearm or other Weapon on the Airport, subject to the following qualifications:

a) Law Enforcement Officers, Federal Air Marshalls, Federal Flight Deck Officers, and any other Person authorized in writing by the Assistant Director, may carry, use, or discharge Firearms or other Weapons only in the performance of official duties at the Airport. The Assistant Director has the sole and ultimate ability to determine whether a Person's carrying, use, or discharge of a Firearm or other Weapon is in the performance of that Person's official duties at the Airport.

b) A Person may carry into the landside of the Terminal Complex a Firearm legal under California law, which Firearm is encased for shipment for the purpose of checking such Firearm with an airline to be lawfully transported on an Aircraft as cargo or checked baggage.

c) A Person may carry onto the North Field a Firearm or other Weapon in accordance with California law, which Firearm or other Weapon is intended to be lawfully transported on an Aircraft.

~~Except for Law Enforcement Officers, Federal Air Marshalls, Federal Flight Deck Officers, and Airport personnel specifically authorized to carry firearms or weapons in the performance of his or her official duties at the Airport (as further described below), no person may carry a firearm or weapon inside the Terminal Complex, in the Air Operations Area, or on the North Field or the South Field; provided, however, that no person shall be prohibited from carrying any legal firearm into the landside of the Terminal Complex, which firearm is encased for shipment for the purpose of checking such firearm with an airline to be lawfully transported on an Aircraft as cargo or checked baggage.~~

~~To the fullest extent permitted by applicable law, the Director or the Assistant Director reserves the right to restrict the carrying of firearms and weapons by any Person on the Airport other than Law Enforcement Officers, Federal Air Marshalls and Federal Flight Deck Officers.~~

~~a) For the purpose of this section, a "firearm" means any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; or any machine gun.~~

~~b) For the purpose of this section, a "weapon" means any instrument of offensive or defensive combat, or anything used, or designed or reasonably capable of being used, to injure,~~

~~wound, or kill a person, including without limitation, a knife, metallic knuckles, slingshot, club, tear gas gun, mace, pepper spray, taser, chemical weapon, electric weapon or device, or explosive device.~~

~~e) — Persons may carry or discharge a firearm or use a weapon on the Airport only as required by, and as a necessary part of, his or her official duties at the Airport. The ultimate determination as to whether a person's particular carrying, use, or discharge of a firearm or weapon is or was within his or her official Airport duties is within the sole discretion of the Assistant Director, who shall be authorized to review such carrying, use, or discharge at any time without notice.~~

~~d) — No Person shall furnish, give, sell or trade any firearm or weapon on the Airport without prior written authorization from the Assistant Director.~~

### **3.9 PRESERVATION OF PROPERTY**

a) No Person may destroy, injure, deface or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, or other property on the Airport. Any Person causing or being responsible for such destruction, injury, defacing, damage or disturbance shall immediately report such damage to the Airport's Manager on Duty, and upon demand of the Assistant Director or the Director, shall reimburse the Port for the full amount of the damage plus the Port's costs and attorney's fees, including amounts attributable to Port Attorney time, and may be subject to additional fines and penalties pursuant to Articles 10 and 11 of these Rules and Regulations as well as civil penalties or fines and criminal prosecution under applicable law

b) No Person shall travel upon the Airport other than on roads, walks, or other rights-of-way provided for such specific purpose, unless duly authorized by the Director or Assistant Director or otherwise in the performance of his or her official duties.

c) No Person shall alter, add to, or erect any building or sign or make any excavation on the Airport without obtaining all applicable approvals from the Port.

### **3.10 NO LODGING**

Due to the physical limitations of the Terminal Complex, high volumes of passenger traffic and concern for the general safety, security and welfare of the traveling public, no Person shall sleep in or remain in the Airport for the purpose of lodging, unless the following occurs: (a) the person has arrived at, is in transit through, or will be departing from the Airport as an airline passenger within twenty-four (24) hours, as evidenced by a valid travel itinerary, ticket, or boarding pass matching the person's valid identification; or (b) the person is awaiting the arrival of an airline passenger due to arrive within two (2) hours or the arrival of an airline passenger on a flight that has been unexpectedly delayed or cancelled and the passenger is expected to arrive within four (4) hours, as evidenced by flight information verifiable with the Port. Behavior warranting a brief investigative detention to determine whether an individual is violating this Section shall include, but not be limited to, both sleeping in the Terminal Complex and/or remaining in the Terminal Complex for more than one (1) hour between the hours of 11:00 p.m. and 4:00 a.m. Notwithstanding this prohibition on lodging, the Director may declare an emergency and allow temporary lodging in case of severe weather or other conditions which are beyond the control of the Port and causing disruption to Airport activity.

### 3.11 NO LOITERING

Due to the physical limitations of the Terminal Complex, high volumes of passenger traffic and concern for the general safety, security, and welfare of the traveling public, no Person in or about the Airport who is unable to give a satisfactory explanation of his or her presence, shall be allowed to loiter in or about any area or facility of the Airport. Satisfactory explanations for loitering, as determined in the reasonable discretion of Port and/or law enforcement personnel, shall be supported by verifiable evidence that the Person in question: (a) is working at the Airport; (b) is engaging in permitted commerce at the Airport; (c) is conducting an activity for which a permit has been issued under these Rules and Regulations; (d) is departing from the Airport as a ticketed airline passenger; (e) is arriving at the Airport as a ticketed airline passenger; or, (f) is waiting for or escorting an individual engaged in the activities enumerated in this subsection.

## ARTICLE 4. ENVIRONMENTAL MATTERS.

### 4.1 ENVIRONMENTAL POLLUTION AND SANITATION

a) No Person shall dispose of garbage, papers, refuse, or other forms of ~~T~~trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose that conform to the requirements of Section 4.6~~below~~.

b) No Person shall dispose of any fill, building or construction materials or any other discarded or waste materials on Airport property except as approved in writing by the Assistant Director or as otherwise expressly provided in a written agreement with the Port, and no liquids or other contaminants of any kind shall be placed in storm drains or the sanitary sewer system at the Airport which will damage such drains or system or will result in environmental pollution passing through such drain or system.

c) No Person shall perform Aircraft, Vehicle or equipment washing (dry or wet) without an Aircraft or Vehicle washing plan that has been approved by the Assistant Director. General aviation aircraft based at the Airport shall be washed only at North Field locations designated by the Assistant Director and in a safe and environmentally compliant manner. No Person shall clean, paint, wet wash, polish, or otherwise maintain an Aircraft, Vehicle or ground equipment, other than in areas approved and in the manner designated by the Assistant Director. Dry washing and polishing of Aircraft at terminal gate positions is permitted provided the Ramp remains clear and free of debris.

d) No person shall use a comfort station or restroom, toilet or lavatory facility at the Airport other than in a clean and sanitary manner.

e) Any solid or liquid material, which may be spilled at the Airport, shall be cleaned up immediately by the Person responsible for such spill in a manner acceptable to the Assistant Director, and the Person responsible for the spill shall report it immediately to the Assistant Director.

f) No refuse shall be burned at the Airport. No Person shall unnecessarily, unreasonably, or in violation of applicable law, cause any smoke, dust, fumes, gaseous matter or particulate matter to be emitted into the atmosphere or be carried by the atmosphere.

g) All Persons at the Airport, including Airport tenants shall comply with all Port ordinances, permits, and other applicable laws regarding the discharge of sanitary sewage and

industrial waste limiting concentration of certain constituents, including any Stormwater Pollution Prevention Plans applicable to the Airport.

h) Any Person who observes any foreign object or debris on the AOA shall remove such foreign object and debris from the AOA, if such Person is properly badged or escorted, or if not properly badged or escorted, such Person shall immediately report the foreign object or debris to the Airport's Manager on Duty. All Persons shall comply with Airport Directives issued from time to time regarding the prevention and removal of foreign objects and debris within the AOA.

i) All Persons using the Airport shall comply with all Airport Directives that may be issued from time to time regarding the recycling of materials, including without limitation, recyclable paper, plastic, glass, oils and solvents and other identified materials.

j) No Person shall claim ownership of, recover or salvage any Port property for personal use or use by any party other than the Port. No Person shall aid other Persons in any unauthorized disposal or removal of Port property. No Person shall realize personal benefit or gain from any unauthorized disposal or removal of Port property. No Person shall scrap, recycle, sell, donate or otherwise dispose of unauthorized items on Port property regardless of its monetary value. No Person shall use Port facilities, including leased premises, to collect or store Port property ~~such as scrap~~ or recyclable materials (i.e., material that may be reused as-is or after repairs have been completed or material salvaged from the value of their mineral or other content after treatment and processing), except as specifically directed by authorized Port management.

## **4.2 PROHIBITION OF SMOKING**

### **a) Prohibition of Smoking.**

The Airport is a Smoke-free environment, and Smoking shall be permitted only in expressly designated areas, except as otherwise described in this Section. Smoking shall be prohibited in all areas in the Terminal Complex (except in expressly designated areas) and in any buildings or otherwise enclosed spaces at the Airport, on the AOA (except as may be permitted under Safety Directive 406.2, as may be amended from time to time and as incorporated herein), and in any other area in the Airport where Smoking is prohibited by applicable law or by direction of the Assistant Director. To promote safety within the Airport and guard against, among other things, dangers posed by impairment, Smoking of Cannabis shall be prohibited in any area of the Airport (including designated smoking areas) for all individuals holding an Airport Security Badge while at the Airport for an Official Business Purpose. As used in this Section, "Cannabis" shall have the same meaning as set forth in the Medical Cannabis Regulation and Safety Act (Cal. Bus. & Prof. Code § 19300 et seq.), as it may be amended.

### **b) Temporary Smoking Areas.**

Notwithstanding any other provision of this Section 4.2, the Assistant Director may, but is not required to, designate limited, unenclosed exterior area(s) of the Airport in which Smoking is temporarily allowed; provided, however, that until issuance of further guidance by the Assistant Director, those exterior areas of the North Field which are more than 100 feet from (i) fuel storage areas or any other area where flammable materials are kept, (ii) aircraft, or (iii) any building, are temporarily designated as areas where Smoking (except Smoking of Cannabis by individuals holding an Airport Security Badge) is permitted.



c) **Posting of Signs.**

“No Smoking” signs shall be clearly, sufficiently and conspicuously posted at the Airport at each entrance of every building or other place where Smoking is prohibited by applicable law.

d) **Enforcement.**

1. Enforcement of this Section 4.2 shall be implemented by the Assistant Director.

2. Any Person who desires to register a complaint under this Article may do so with the Assistant Director.

3. Any owner, manager or operator of any establishment regulated by this Section 4.2 shall have the right to inform Persons violating this Section 4.2 of the appropriate provisions thereof.

**4.3 HAZARDOUS MATERIALS**

a) No Person shall violate any applicable law pertaining to the handling, use, generation, storage, treatment, release, potential release, disposal, discharge, sampling, reporting, or recordkeeping of any hazardous substance, hazardous material, hazardous waste, waste oil, or wastewater. Each of the terms “hazardous substance,” “hazardous material,” “hazardous waste,” “waste oil” or “wastewater,” as used in this ordinance, shall mean the same as the term means in the aforementioned applicable law in which it is used.

b) No Person shall violate any condition or requirement of any permit issued to the Port by any public or governmental authority applicable to the Airport and pertaining to the handling, use, generation, storage, treatment, release, potential release, disposal, discharge, sampling, reporting, or recordkeeping of any hazardous substance, hazardous material, hazardous waste, waste oil, or wastewater.

c) No Person shall, without prior written permission from the Assistant Director and in compliance with applicable law, keep, transport, handle, or store at, in or upon the Airport any cargo of explosives or other hazardous articles which is barred from loading in, or for transportation by, civil Aircraft in the United States under applicable law. Compliance with said applicable law shall not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport. Advance notice of at least twenty-four (24) hours shall be given by a Person to the Assistant Director to permit full investigation and clearances for any operation requiring the Assistant Director’s permission.

d) No Person may offer, and no Person may knowingly accept, any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with all provisions of applicable law.

e) Any Person engaged in transportation of hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments in compliance with the requirements of these Rules and Regulations.

f) Any Person engaged in the transportation of hazardous articles shall provide storage facilities, which reasonably ensure against unauthorized access, or exposure to persons and against damage to shipments while at the Airport.

g) Any Person engaged in the transportation or handling of hazardous articles or materials shall be in compliance with Section 8 of Safety Directive 406.2, as incorporated herein by this reference, and as may be amended from time to time.

h) Each Person shall be liable and responsible under this Section 4.3 for any acts or omissions made in violation of Section 4.3 by any of its employees, agents, consultants, contractors, subtenants or invitees.

#### **4.4 USE OF CLEANING FLUIDS**

To the greatest extent practicable, cleaning of Aircraft parts and other equipment shall be done with non-flammable and non-chlorinated cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100° Fahrenheit shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA. Flammable cleaning agents and solvents shall be stored in accordance with the applicable requirements of these Rules and Regulations. Cleaning agents and solvents shall be disposed of in accordance with the applicable requirements of Sections 4.1 and 4.3 ~~above~~ and Safety Directive 406.2, as incorporated herein.

#### **4.5 RAMPS, BUILDINGS AND EQUIPMENT**

a) All Persons occupying space on the Airport shall keep all areas of the premises leased or used by them clean and free of rubbish, oil, grease, and other flammable material and accumulation of any materials. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other ~~T~~trash or rubbish. The use of volatile or flammable solvents for cleaning floors is prohibited. Metal receptacles with a self-extinguishing cover approved by the Fire Marshall of the City shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space; drip pans shall be placed under engines and kept clean at all times; and clothes lockers shall be constructed of metal or fire-resistant material. Only boxes, crates, paint or varnish cans, bottles or containers approved by the Fire Marshal of the City shall be stored in or about a hangar or other buildings on the Airport.

b) No Person shall use flammable substances to clean hangars or other buildings on the Airport.

#### **4.6 CONTAINERS**

a) No Person doing business on the Airport may keep uncovered ~~T~~trash containers adjacent to sidewalks or roads in a public area of the Airport or within the AOA.

b) No Person shall operate an uncovered Vehicle to haul ~~T~~trash, dirt, or any other material on the Airport without prior written permission of the Assistant Director.

c) All outdoor ~~T~~trash receptacles at the Airport shall have lids that can be securely fastened to prevent wind from dispersing the contents of such receptacles. The Person in control of



such receptacle shall be responsible to keep the lid securely fastened at all times except when such receptacle is being loaded or unloaded.

#### **4.7 CONTROL OF CONTAMINANTS**

a) No Person shall allow fuel, oil, hydraulic fluid or any other petroleum based product to leak or spill onto the AOA. No fuel, grease, oil, flammable liquids, or contaminants of any kind, including detergents used to wash aircraft or other surfaces, shall be allowed to flow into or be placed in any storm drain, sewer system or open water areas without a separator or unless connected to an industrial waste system in which certain constituents such as heavy metals in the waste system are restricted.

b) Equipment used to scrub pavement surfaces must have the capability of picking up all cleaning water for disposal at a location equipped with an adequate clarifier and may be disposed of only at a location equipped with an adequate clarifier.

### **ARTICLE 5. FIRE AND SAFETY.**

#### **5.1 GENERAL**

All Persons using the Airport or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons and property. Any fire, injury, or other emergency shall be reported immediately. Those employed at the Airport should call the Airport Operations Center at 510-563-3360 or such other number as may be designated by Airport Directives, and all other Persons should call either 911 or the Airport Operations Center.

#### **5.2 FUELING OPERATIONS**

All Persons that fuel their own Aircraft by themselves or by using their own employees shall comply with these Rules and Regulations, all applicable Airport Directives and NFPA standards. All other Persons desiring Aircraft fueling services at the Airport shall obtain such Aircraft fueling services from a Person with a duly approved written agreement with the Port that authorizes such Person to provide such services at the Airport. All fuel facilities at the Airport and fueling Vehicles operated at the Airport are subject to inspection by authorized representatives of the Port. The owner or operator of such fuel facilities or fueling Vehicles shall promptly correct any violation of these Rules and Regulations.

a) Unless otherwise previously approved by the Assistant Director in writing, no Aircraft shall be fueled or defueled while one or more of its engines is running or is being warmed by external heat; provided, however, that where the on-board auxiliary power unit is inoperative and in the absence of suitable ground support equipment, a jet engine mounted on the rear of the Aircraft or on the wing opposite from the fueling location may be operated provided:

1. The operator follows procedures approved by the FAA and published by the operator to assure safety of the operation;
2. Prior approval is obtained from the Assistant Director; and
3. Airport fire fighting personnel and equipment are standing by during such fueling or defueling.

- b) No Aircraft shall be fueled or defueled while inside any building or structure.
- c) Fueling Vehicles, whether loaded or empty, shall never enter hangars nor shall they be parked unattended within a distance of fifty (50) feet of any building or within ten (10) feet of any other fueling Vehicle.
- d) All fueling Vehicles operating at the Airport shall be equipped with spill response equipment.
- e) Any Person, including the owners or operators of Aircraft, causing overflowing or spilling of fuel, oil, grease or other contaminants anywhere on the Airport shall be responsible for ensuring the immediate cleanup in accordance with all applicable laws of such spillage. In the event of failure or refusal to comply with such cleanup requirements, the spillage will be cleaned up by the Port at the responsible Party's expense.
- f) All spillages of fuel or other hazardous substances shall be reported immediately by the responsible Party to the Airport's Manager on Duty at telephone number 510-563-3360 or as provided in Airport Directives. Aircraft, fuel delivery devices and other Vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be posted promptly by the responsible Party.
- g) Prior to the fueling and defueling of Aircraft, the Aircraft and the transfer fuel apparatus shall follow the rules and procedures of the Uniform Fire Code, the California Health and Safety Code and NFPA standards for such fueling and defueling.
- h) Each hose, funnel, or apparatus used in fueling or defueling Aircraft shall be maintained in good condition and must be properly grounded to prevent ignition of volatile liquids.
- i) No fueling Vehicle shall be backed within twenty (20) feet of an Aircraft unless a person is posted to assist or guide.
- j) When a fire occurs in the fuel delivery device while servicing an Aircraft, the responsible party shall immediately report the fire to the Airport's Manager on Duty at 510-563-3360 or as provided in Airport Directives, immediately discontinue fueling, and immediately shut down all emergency valves and dome covers.
- k) No fueling Vehicle designed for or employed in the transportation of fuel shall be operated on a Movement Area at any time without prior permission from the Assistant Director.
- l) Only Aircraft fueling Vehicles authorized by the Airport to provide fuel service to Aircraft using the Terminal Complex are allowed to engage in fueling on the Ramps adjacent to the Terminal Complex.
- m) No Person shall engage in Aircraft fueling or defueling operations without adequate fire extinguishing equipment in accordance with NFPA standards readily accessible at the point of fueling.
- n) Parking areas for Port approved fueling Vehicles shall be arranged to:
  - 1. Facilitate dispersal of the fueling Vehicles in the event of emergency;

2. Provide at least ten (10) feet of clear space between parked fueling Vehicles for accessibility for fire control purposes;
  3. Prevent any leakage from draining to an adjacent building;
  4. Minimize exposure to damage from out-of-control Aircraft; and
  5. Provide at least fifty (50) feet of clear space from any building in the Terminal Complex, Aircraft cargo building, Aircraft hangar or other Airport structure, which has windows or doors in the exposed walls.
- o) No Person shall start the engine of an Aircraft on the Airport if there is any flammable liquid or other volatile fluid on the ground within the vicinity of the Aircraft.
  - p) No Person shall operate any electronic device (including without limitation a radio transmitter, receiver or cell phone), or switch electrical appliances on or off, in an Aircraft while it is being fueled or defueled, except for radios certified as “safe radios”.
  - q) Fueling or defueling operations shall not be conducted while thunderstorm activity is within three (3) miles of the Airport.
  - r) Aircraft fuel servicing personnel shall not carry lighters or matches on their person while performing fuel-servicing operations.
  - s) Positioning of Aircraft fueling Vehicles shall be arranged as follows:
    1. Aircraft fueling Vehicles shall be positioned so that they can be moved promptly after all Aircraft fuel hoses have been disconnected and stowed.
    2. The propulsion or pumping engine of fueling Vehicles shall not be positioned under the wing of Aircraft during fueling or where Aircraft fuel system vents are located on the upper wing surface. Fueling Vehicles shall not be positioned within a ten (10) foot radius of Aircraft fuel system vent openings.
    3. Hand brakes shall be set on fueling Vehicles before operators leave the Vehicle cab, and at least one wheel shall be chocked.
  - t) All equipment used in fueling, defueling and draining operations shall be approved by the Fire Marshal of the City.
  - u) No Person shall bring into the Airport or store any type of fuel on the Airport without the written permission of the Assistant Director or pursuant to a written agreement with the Port. No Person shall store fuel in excess of 1,000 gallons on the Airport except if stored in fueling Vehicles authorized by the Assistant Director to operate at the Airport, or in an approved fuel storage facility constructed under a written agreement with the Port, in a location and pursuant to plans and specifications approved by the Assistant Director.

### **5.3 STORAGE OF MATERIALS**

- a) No Person shall keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of the City Municipal Code or Airport Directives.

b) Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, or other flammable gases or liquids, including those used in connection with the process of “doping,” shall be stored in accordance with NFPA standards, the City Municipal Code and Airport Directives, and said storage shall meet with the approval of the Fire Marshal of the City. Buildings shall be provided with fire suppression devices and first-aid equipment approved by the Fire Marshal of the City.

c) No Person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage by the Fire Marshal of the City in compliance with the City Municipal Code and Airport Directives.

d) Flammable or combustible liquids shall be stored only in self-closing fire rated containers.

e) Oxygen cylinders or any type of organic oxidizer shall not be stored in or near areas where petroleum products are stored or used.

#### **5.4 OPEN FLAME OPERATIONS**

a) No Person shall conduct any open flame operations in the Airport unless specifically approved in writing by the Assistant Director or pursuant to a written agreement with the Port.

b) Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames shall be restricted to the repair shop section and isolated from the storage section of any hangar. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section. Operations conducted in areas other than those described above must be done so in accordance with applicable Airport Directives.

c) Open flame cooking or barbecuing for special events may be permitted only upon written approval of the Assistant Director provided appropriate fire protection measures are in place.

#### **5.5 HEATING EQUIPMENT**

All heating equipment and fuel burning appliances installed in any structure shall be in accordance with the City Municipal Code. If the Port is responsible under its lease with a tenant for such heating equipment and fuel burning appliances, then tenant shall notify the Port if any such equipment or appliance violates the City Municipal Code and the Port shall have a reasonable time after such notice to correct such violation.

#### **5.6 MOTORIZED GROUND EQUIPMENT AROUND AIRCRAFT**

No person shall Park any Motor Vehicle near any Aircraft in such manner that could prevent it or other Vehicles from being readily driven or towed away from the Aircraft in case of an emergency.

#### **5.7 OPERATING MOTOR VEHICLES IN HANGARS**

No Motor Vehicle shall enter or remain inside any hangar, except while engaged in operations necessary in such hangar, or in exclusively assigned private or executive plane hangars.

## **5.8 AIRCRAFT ELECTRICAL AND ELECTRONIC SYSTEMS**

a) Radio transmitters and similar equipment in Aircraft shall not be tested or operated within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object. No Aircraft shall be placed, at any time, so that any fabric-covered surface is within one (1) foot of an antenna system.

b) No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within three hundred (300) feet or the low intensity beam is within one hundred (100) feet of an Aircraft fueling operation, Aircraft fueling Vehicle or flammable liquid storage facility, unless a shielding device meeting the applicable requirements of the Uniform Fire Code, the California Health and Safety Code and NFPA is used during the radar operation.

## **5.9 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM**

a) Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters, when required under the Uniform Fire Code, the California Health and Safety Code and NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.

b) All power-operated equipment or electrical devices shall be shut off when not in actual use.

c) The Aircraft electrical system shall be de-energized on any Aircraft upon which work is being done within any hangar or structure by disconnecting the battery or power source.

## **5.10 HEATING HANGARS**

Heating in any hangar shall only be by approved systems or devices as listed by the Underwriters Laboratories, Inc., as suitable for use in Aircraft hangars and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc.

## **5.11 REPAIRING AIRCRAFT**

a) No Person shall repair an Aircraft or Aircraft engine, propeller, or other Aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs and approved by the Assistant Director, except that minor adjustments or repairs may be performed on Aircraft of Commercial Aviation Operators at gate positions on the Ramp that serves the Terminal Complex when such repairs can be made without inconvenience to other Persons. Any Aircraft being repaired at a gate position shall be moved immediately to another location upon request by the Assistant Director. When performing Aircraft maintenance or repair, drip pans and spill response equipment shall be utilized at all times.

b) Aircraft repairs may be performed in storage areas of hangars provided such repairs do not involve appliances using open flames or heated parts.

c) The starting or operating of Aircraft engines inside any hangar is prohibited. This shall not be construed as prohibiting the use of tractors with exhaust systems that meet the applicable requirements of the Uniform Fire Code, the California Health and Safety Code and NEPA, when moving planes within any hangar.

## **5.12 DOPING, SPRAY PAINTING AND PAINT STRIPPING**

a) The use of “dope” (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any hangars is prohibited. The process of doping will be carried out as set forth in the Uniform Fire Code, the California Health and Safety Code and NFPA standards.

b) For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation and protection of spraying booths and the storing and handling of materials shall be in accordance with the Uniform Fire Code, the California Health and Safety Code and NFPA standards.

## **5.13 FIRE EXTINGUISHERS**

a) Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than fire fighting or fire prevention. All such equipment shall be maintained in accordance with the Uniform Fire Code, the California Health and Safety Code and NFPA standards. Tags showing the last inspection shall be attached to each unit or records in compliance with Title 19 of the California Code of Regulations shall be kept showing the status of such equipment.

b) All tenants or lessees of hangars, Aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling Vehicles designed for the transport and transfer of fuel shall carry on board at least two (2) fire extinguishers, one located on each side of the Vehicle. Fuel servicing hydrant transfer Vehicles shall carry on board at least one (1) type BC fire extinguisher. Extinguishers shall conform to the applicable requirements of the Uniform Fire Code, the California Health and Safety Code and NFPA standards.

## **5.14 POWDER ACTIVATED TOOLS**

No Person shall use powder or explosive cartridge activated tools or fastening devices anywhere on the Airport without prior written authorization of the Assistant Director.

# **ARTICLE 6. AERONAUTICAL.**

## **6.1 GENERAL RULES**

### **a) Compliance With Orders.**

All aeronautical activities at the Airport shall be conducted in compliance with all applicable laws, including without limitation FAA and TSA regulations, the rules and regulations of the National Transportation Safety Board, these Rules and Regulations, applicable Airport Directives, and directions of the Control Tower.

### **b) Hold Harmless; Indemnity.**

In exchange for the privilege of operating at the Airport, each Aircraft owner, pilot, agent, or his or her duly authorized representative shall Indemnify the Port, as such phrase is defined in Section 1.1~~release, discharge, indemnify, and defend the Port, its officers, employees, contractors, and/or authorized representatives, of and from liability for any damage which may be suffered by any Aircraft and its equipment, and for personal injury or death regardless of responsibility for negligence, unless caused solely by the negligence or willful misconduct of the Port, its officers or employees.~~



The requirements in this provision are in addition to, and in no way limit or diminish, any requirements established under Section 3.32 of these Rules and Regulations.

c) **Prohibited Operations (Liability).**

1. No Person shall operate Aircraft at the Airport in a careless manner or in disregard of the rights and safety of others.

2. All Persons using the Airport shall be liable for any injury to Persons or damage to property caused by such Person's carelessness or negligence on or over the Airport, and any Aircraft being operated so as to cause such injury or damage may be retained in the custody of the Port and the Port may file a lien on said Aircraft until all charges for such injury or damages are paid. Any Person liable for such injury or damage agrees to ~~indemnify and defend fully and to save and hold harmless the Port, its officers, and its employees from claims, suits, liabilities, and causes of action of every kind, character, and nature and from all costs and fees (including attorney's fees and amounts attributable to Port Attorney time) connected therewith, and from the expenses of the investigation thereof. In carrying out its obligations to the Port hereunder, such Person shall use counsel acceptable to the Port Attorney~~ Indemnify the Port, as such phrase is defined in Section 1.1. The requirements in this provision are in addition to, and in no way limit or diminish, any requirements established under Section 3.3 of these Rules and Regulations.

d) **Denial of Use of Airport.**

The Assistant Director shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to direct refusal of takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft, when he or she considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Assistant Director believes the condition of any portion of the Airport to be unsafe for Aircraft operations, it shall be within his or her authority to issue, or cause to be issued, a NOTAM closing the Airport or any portion thereof.

e) **Aircraft Accidents or Incidents.**

The pilot or operator of any Aircraft involved in an accident or incident on the Airport causing personal injury or property damage shall, in addition to all other reports required by other agencies, make a prompt and complete report concerning said accident or incident to the office of the Assistant Director. When a written report of an accident or incident is required by FAA regulations, a copy of such report shall be submitted to the Assistant Director. In either instance, the pilot or operator of such Aircraft shall provide immediate notice to the Airport's Manager on Duty at 510-563-3360 and the report shall be filed with the Assistant Director within forty-eight (48) hours from the time of the accident or incident.

f) **Disabled Aircraft.**

Subject to compliance with appropriate FAA regulations and the rules and regulations of the National Transportation Safety Board, the Aircraft owner or operator shall be responsible for the removal of all disabled Aircraft and parts of such Aircraft at the Airport as soon as practicable, as reasonably directed by the Assistant Director and in accordance with the Airport's Emergency Plan. In the event of the owner or operator's failure or refusal to comply with such directions, or a

determination by the Assistant Director that such disabled Aircraft constitutes a safety hazard, such disabled Aircraft or any and all parts thereof may be removed by the Port without liability for damage, which may result from such removal. In such event, the owner or operator of said Aircraft shall be liable for all damages and other costs and attorney's fees incurred by the Port in the removal of such Aircraft.

g) **Tampering With Aircraft.**

No Person shall interfere or tamper with any Aircraft, or put in motion such Aircraft, or use or remove any Aircraft, Aircraft parts, instruments, or tools without positive evidence of permission of the owner thereof.

h) **Radio Communications.**

Except in an emergency, no Person shall operate an Aircraft at the Airport unless such Aircraft is equipped with a properly functioning two-way radio capable of communicating with the Control Tower.

i) **Certification Of Aircraft And Licensing Of Pilots.**

All Aircraft operating at the Airport shall display on board the Aircraft a valid Airworthiness Certificate issued by the FAA or appropriate agency of a foreign government and shall display on the exterior of the Aircraft a valid registration number issued by the FAA or appropriate agency of a foreign government. All Persons operating Aircraft on the Airport shall possess an appropriate license, issued by the FAA or appropriate agency of a foreign government.

j) **Payment of Fees.**

The payment of rentals, fees and charges relating to the use of Airport premises and facilities shall be made in accordance with the provisions of a duly adopted ordinance imposing rates and charges, as amended from time to time. In lieu of such payment, satisfactory credit arrangements may be made by the pilot, owner or operator of Aircraft with the Port if approved in writing by the Assistant Director.

## **6.2 AIRPORT OPERATIONAL RESTRICTIONS**

a) Unless contrary to FAA regulations, the Port shall have the authority to designate or restrict the use of runways at the Airport with respect to, but not limited to, the following types of operations:

1. Student pilot training;
2. Training flights;
3. Experimental flights;
4. Equipment demonstration;
5. Air shows;
6. Maintenance flight checks, ~~etc.~~;

7. Designated types of Aircraft;
8. Compliance with 14 CFR Part 36, Noise Standards: Aircraft Type and Airworthiness Certification; and
9. Ultralight vehicles as defined in 14 CFR Part 103.

Such designation or restriction shall be established through the issuance of Airport Directives.

b) No non-powered Aircraft or ultralight vehicle (as defined in 14 CFR Part 103) shall land or take off from the Airport, unless approved in writing prior to each such operation by the Assistant Director.

c) **Takeoffs And Landings.**

1. No Person shall cause an Aircraft, other than a helicopter, to land or take off at the Airport except on a runway and in the direction assigned by the Control Tower. Helicopters shall operate in accordance with directions of the Control Tower and Section 6.5.

2. No Person shall turn an Aircraft in order to reverse direction on a runway unless given specific instructions or authorization to do so by the Control Tower.

3. Persons landing an Aircraft at the Airport shall make the landing runway available to other Aircraft by leaving said runway as promptly as possible, consistent with safety.

4. To the fullest extent permitted by applicable law, any Person operating or controlling an Aircraft landing at or taking off from the Airport shall maintain noise levels in accordance with applicable Aircraft noise abatement procedures as promulgated by the Federal government, or Port, whichever is the most restrictive.

5. During landings and takeoffs, Aircraft shall not pass over any Airport buildings, structures, adjacent auto parking areas, or passenger concourses, unless otherwise directed by the Control Tower.

d) The use of unmanned aircraft systems (drones), kites, model aircraft, tethered balloons or any other objects that may constitute a hazard to air navigation shall be strictly prohibited from the air space on or above the Airport or within the vicinity of the Airport, unless and until prior written permission is obtained from the Assistant Director.

e) Parachute jumping over or onto the Airport is prohibited without the prior written permission of the Assistant Director.

### **6.3 TAXIING, ~~AND GROUND~~, AND GATE RULES**

a) No Person shall Park an Aircraft in any area on the Airport except for those areas designated, and in the manner prescribed, by the Assistant Director. If any Person uses unauthorized areas for Aircraft parking, the Aircraft so parked may be removed by or at the direction of Assistant Director at the risk and expense of the owner thereof.

b) No Person shall taxi or otherwise operate an Aircraft on Airport property unless they meet training requirements of the Port and the FAA, as determined by the Port.

c) **Derelict Aircraft.**

1. No Person shall Park or store any Aircraft in non-flyable condition on the AOA at any time, or on other Airport property (whether or not subject to an occupancy agreement, permit or license) for a period in excess of ninety (90) days, without permission from the Assistant Director.

2. No Person shall store or retain Aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved in writing by the Assistant Director.

3. Whenever any Aircraft is Parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this Section, the Assistant Director, in addition to his or her rights elsewhere provided in these Rules and Regulations, may so notify the owner or operator thereof by certified or registered mail, requiring removal of said Aircraft within fifteen (15) days of receipt of such notice, or if the owner or operator be unknown or cannot be found, the Port may conspicuously post and affix such notice to the said Aircraft, requiring removal of said Aircraft within fifteen (15) days from date of posting; provided, however, that if any such Aircraft is, in the opinion of the Assistant Director, creating a hazard at the Airport, such Aircraft may be moved to another location on the Airport where it will not create any hazard, and the owner or operator of such Aircraft shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Aircraft as a result of such removal or relocation. Upon the failure of the owner or operator of the said Aircraft to remove said Aircraft within the period provided; the Port may cause the removal of such Aircraft from the Airport. All damages, costs and attorney's fees, including amounts attributable to Port Attorney time, incurred by the Port in the removal of any Aircraft as set forth herein shall be recoverable against the owner or operator of said Aircraft, and the owner and/or operator of such Aircraft shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Aircraft as a result of such removal or relocation. In any case in which an Aircraft is removed or relocated pursuant to this Section, the owner or operator of such Aircraft shall Indemnify the Port, as such phrase is defined in Section 1.1. The requirements in this provision are in addition to, and in no way limit or diminish, any requirements established under Section 3.3 of these Rules and Regulations.~~indemnify, defend and hold harmless the Port, its officers, employees and agents, from and against any costs, expenses, claims or other damages incurred by or claimed against the Port or such Persons arising from such relocation or removal, unless such owner or operator can demonstrate that such costs, expenses, claims or other damages were solely the result of the gross negligence or willful misconduct of the Port or its officers, employees or agents.~~

d) **Starting and Running Aircraft Engines.**

1. No Aircraft engine shall be run at the Airport unless a pilot or certified A & P (airframe and power plant) mechanic qualified to run the engines of that particular type Aircraft is at the controls and unless blocks have been placed in front of the wheels or the Aircraft has set adequate parking brakes.

2. No Person may run an engine of an Aircraft parked on the Airport in a manner that could cause injury to persons or damage to any other property or endanger the safety of operations on the Airport.

3. Aircraft engines shall be started or operated only in the places designated for such purposes by the Assistant Director and only in accordance with Airport Directives.

4. Except to the extent prohibited by applicable law, noise emanating from Aircraft engines during ground operations shall be maintained in accordance with applicable noise abatement procedures promulgated by the Federal Government or Port, whichever is the most restrictive.

e) **Aircraft Taxiing.**

1. No person shall taxi an Aircraft on the Airport until he or she has determined that there will be no danger of collision with any persons or objects.

2. No person shall taxi an Aircraft on the Airport until he or she has determined that the exhaust blast from that Aircraft will not cause injury to persons or damage to property. If such determination cannot be made, then the Aircraft engines must be shut off and the Aircraft towed to its desired destination.

3. All Aircraft shall be taxied at a safe and reasonable speed.

4. All Aircraft operating on the Airport shall be equipped with wheel brakes in proper working order.

5. Aircraft shall not be taxied, towed or pushed on any runway or taxiway until specifically cleared to do so by the Control Tower.

6. Where taxiing Aircraft are converging, the Aircraft involved shall pass each other bearing to the right, unless otherwise directed by the Control Tower.

7. No Aircraft shall taxi between an airside terminal gate and an Aircraft engaged in a pushback or power-back operation.

8. No Aircraft shall be taxied into or out of any hangar under its own power.

9. All Aircraft being taxied, towed, or otherwise moved on the Airport shall proceed with navigational lights on during the hours between sunset and sunrise unless otherwise approved in writing by the Assistant Director.

10. All Aircraft operations shall be confined to hard surfaced runways, taxiways and Ramps and other areas that may be designated by the Assistant Director.

11. No Aircraft power-back operations are permitted without prior approval from the Assistant Director.

12. All taxiing of Aircraft on Port property shall be in compliance with Port and FAA training requirements.

f) **Gate Rules.** Use of Airport gates shall be governed by **Appendix B (Gate Rules and Procedures).**

## **6.4 PASSENGER ENPLANING AND DEPLANING**

All Aircraft shall be loaded or unloaded, and passengers enplaned or deplaned, in areas designated by the Assistant Director, in accordance with Airport Directives, ~~including applicable gate management rules~~ and in accordance with **Appendix B (Gate Rules and Procedures)**, and all passengers shall be directed by airline personnel along designated routes to and from the Terminal Complex. All Commercial ~~Aircraft~~ **Aviation** Operators shall comply with all applicable FAA regulations and other applicable laws with respect to enplaning and deplaning disabled passengers and shall provide promptly all necessary or required equipment to assist disabled passengers to enplane or deplane. Airline personnel shall be stationed to assist and direct passengers during ground level enplaning and deplaning. There shall be no enplaning or deplaning of passengers on the Ramp when Aircraft engines are operating. No pedestrian traffic is allowed to cross any taxiway or Ramp between boarding areas. The Aircraft operator shall be responsible for the safety of and compliance with these regulations by all passengers moving between Aircraft and the Terminal Complex.

## **6.5 HELICOPTER OPERATION RULES**

- a) Helicopter Aircraft arriving and departing the Airport shall operate under the direction of the Control Tower.
- b) Helicopter Aircraft shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least fifty (50) feet in all directions from the outer tips of the rotors.
- c) Helicopter Aircraft shall be operated only at a safe distance or as otherwise may be specified by Airport Directives away from any areas on the Airport where unsecured Aircraft are parked.

## **6.6 COMMERCIAL TRANSPORTATION OF PERSONS BY AIR**

All Commercial Aviation Operators that transport persons shall provide customer service staff at the Airport available to serve passengers and other persons at all times during all hours of such Commercial Aviation Operator's operations at the Airport. Each such Commercial Aviation Operator shall provide the Assistant Director with emergency contact information, including telephone and email addresses, of a person employed by such Commercial Aviation Operator with managerial authority who can be reached 24 hours a day, seven days a week.

## **6.7 AIRPORT-WIDE DIRECTIVES**

The Port reserves the right to establish from time to time, by Airport Directive, Airport-wide standards which shall be applicable to all similarly situated Persons using the Airport. To the fullest extent permitted by applicable law, each Person using the Airport or occupying space at the Airport shall comply fully with each such Airport Directive.

## **6.8 ENVIRONMENTAL PROVISIONS RELATING TO AIRCRAFT OPERATIONS**

- a) To the fullest extent permitted by applicable law, each Aircraft Operator shall abide by and comply with all Airport Directives relating to noise and to operation of Aircraft in such a manner as to avoid impacts of Aircraft noise on sensitive environments surrounding the Airport.



b) From time to time, the Director or Assistant Director may find it necessary or desirable to issue Airport Directives relating to the improvement of air quality at the Airport and its environs. Such Airport Directives may mandate single engine taxiing, the use of ground power units or air conditioning, or the enhanced use of Alternative Fuel Vehicles for ground service purposes. To the fullest extent permitted by applicable law, each Person using the Airport or occupying space at the Airport shall comply fully with each such Airport Directive.

## **ARTICLE 7. MOTOR VEHICLES.**

### **7.1 GENERAL TRAFFIC REGULATIONS**

a) The Board hereby determines that all roadways on the Airport are private roadways that may only be used by the public in accordance with Chapter 10.56 of the City Municipal Code (Airport Ground Traffic Regulations), these Rules and Regulations and other duly enacted Port ordinances and applicable provisions of the California Vehicle Code, as well as applicable laws. To the extent that the Board has made the California Vehicle Code applicable to the use of the roadways at the Airport, all Persons using said roadways shall at all times fully comply with the provisions of the California Vehicle Code. Unless otherwise provided herein, the Port may, by ordinance or Airport Directive, establish further regulations relating to traffic and traffic control and shall post official traffic control devices pursuant thereto. Said regulations may include, but not necessarily be limited to, regulations for Parking, standing, stopping, one-way roadways, through roadways, stop or yield intersections, speed restrictions, crosswalks, safety zones, bus stops, matters pertaining to all forms of Commercial Vehicles, bicycles, other Vehicles, traffic lanes, signal devices, limitations on roadway use, and restricted-access areas.

b) In addition to the powers provided for herein, all powers of the Port Manager provided for under Chapter 10.56 of the City Municipal Code are hereby delegated to the Assistant Director.

c) The Port shall erect or cause to be erected all signs, markers, and signal devices pertaining to traffic control within the boundaries of the Airport and such signs, markers, or devices shall be prima facie evidence that they were erected or placed pursuant to the California Vehicle Code, the City Municipal Code and under proper authority. Failure to comply with the directions indicated on such signs, markers, or devices erected or placed in accordance herewith shall be a violation of these Rules and Regulations and of the applicable provisions of the City Municipal Code and California Vehicle Code.

d) No Person shall operate upon the Airport any Vehicle which (1) is so constructed, equipped, or loaded, or which is in such unsafe condition, as to endanger persons or property; or (2) which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to persons or property.

e) The Assistant Director is authorized to close or restrict the use of all or any portion of Airport roadways to vehicular traffic in the interest of public safety or security, or to facilitate construction at the Airport.

f) No Vehicle shall be stored, Parked or repaired on Airport property except in areas so designated by the Assistant Director, except for minor repairs necessary with respect to a temporarily disabled Vehicle. Any Vehicle which has not been moved within at least thirty (30) days

may be deemed abandoned and removed to a storage lot, and disposed of in accordance with Section 7.6 ~~below~~.

g) Operators of all Motor Vehicles being operated on the streets and other vehicular traffic areas on the Airport, including parking areas, shall turn off the Vehicle's engine when such Vehicle is Parked or is waiting, other than at a traffic control device requiring the Vehicle to stop temporarily or to permit the safe passage of persons or other Vehicles.

h) From time to time, the TSA performs random searches at the Airport in accordance with TSA regulations and security directives issued by TSA or DHS. For the privilege of using the Airport roadways, each operator of a Vehicle at the Airport shall be deemed to have consented to a search by Law Enforcement Officers of his or her Vehicle in accordance with applicable laws, including without limitation, TSA or DHS security directives.

i) Vehicles constituting ground service equipment that do not hold a valid license issued by the State of California for operation as a Motor Vehicle may be operated on Airport roadways only under escort by one or more duly licensed Motor Vehicles.

## **7.2 PROCEDURE IN CASE OF ACCIDENTS**

The driver of any Vehicle involved in an accident on the Airport, which results in injury to or death of any person or property damage shall immediately stop such Vehicle at the scene of the accident and shall render reasonable assistance. The driver shall immediately give notice of the accident by calling 911 or the Airport's Manager on Duty, at 510-563-3360 or such other number as may be designated by Airport Directives. The driver of each Vehicle involved shall furnish the name and address of the owner and the driver of the Vehicle, the operator's license and vehicle registration and the name of the liability insurance carrier for the Vehicle, to any person injured, the driver or occupant of the Vehicle damaged and to any Law Enforcement Officer and otherwise comply with provisions of applicable law.

## **7.3 VEHICLE OPERATIONS ON AIR OPERATIONS AREA**

a) No Vehicle or motorized equipment shall be driven on public Ramp areas or on other portions of the AOA unless said Vehicle or motorized equipment possesses an effective Ramp Permit issued by the Assistant Director or is escorted by a Vehicle with an effective Ramp Permit. Such Ramp Permit shall be issued only upon appropriate application to the Assistant Director. Each application must be submitted together with the evidence of maintenance of automobile bodily injury and property damage insurance upon such Vehicle as set forth in **“Appendix DA (AOA Vehicle Insurance)”** ~~attached to these Rules and Regulations, as such Appendix may be modified from time to time by the Director, and on file in the Airport administrative office~~. Said Ramp Permit when issued will specify the area or areas of the Airport in which said Ramp Permit shall be effective and any conditions to be satisfied by the Vehicle while operating in such areas, and no Vehicle shall be operated or Parked in any area other than that specified in its Ramp Permit, or operated without satisfying any conditions specified in such Ramp Permit. The operation and parking of all Vehicles upon said Ramp and other AOA areas shall be in accordance with these Rules and Regulations and the Airport Directives, and violation of any of the applicable provisions thereof shall be cause for immediate revocation by the Assistant Director of any Ramp Permit held by the owner and/or operator of the involved Vehicle.

b) No Vehicle shall be Parked on any portion of the AOA except those Vehicles holding valid Ramp Permits necessary for the servicing of Aircraft and the maintenance of the Airport; provided, however, that notwithstanding the foregoing, Vehicles may be parked in the North Field on those portions of the Ramp designated by the Assistant Director.

c) Except where otherwise authorized by the Assistant Director or while operating on a designated vehicle service road, all Vehicles operating in Movement Areas shall be equipped with two-way radios and must be in continuous communication with the Control Tower except when operated on designated vehicle service roads in accordance with Airport Directives or under escort by a Vehicle properly authorized and equipped. The installation of two-way radios shall not be construed as an authorization to operate a Vehicle in Movement Areas without the prior written permission of the Assistant Director.

d) No Person shall drive a Vehicle or other equipment under a passenger loading bridge affixed to any portion of the Terminal Complex without permission of the Assistant Director, or between Aircraft and the passenger gate when passengers are boarding or debarking from the Aircraft.

e) No Person shall Park a Vehicle or equipment in any manner which blocks or obstructs (1) fire hydrants and the approaches thereto, (2) the gates or emergency exits, (3) building entrances or exits, (4) emergency eye wash stations, (5) designated vehicle service roads, or (6) emergency fuel shut offs.

f) Aircraft operating in the AOA shall have the right-of-way over vehicular traffic.

g) Vehicle operations within the AOA shall be in compliance with Safety Directive 406.2, in addition to these Rules and Regulations.

#### **7.4 PUBLIC PARKING**

a) Only Motor Vehicles may use the public, reserved and employee parking facilities at the Airport. Operators of Motor Vehicles using the public parking facilities at the Airport shall observe and comply with all regulatory and directional traffic signs while entering and departing said facilities. All bicycles operated at the Airport shall be parked only in designated areas.

b) Motor Vehicles shall be Parked in marked spaces only. No Person shall Park a Motor Vehicle in any marked parking space in such a manner as to occupy a part of another space. In addition to other penalties for violations of these Rules and Regulations, any Vehicle Parked in a manner to occupy part (or all) of another space may be charged parking fees commensurate with the number of spaces fully or partially occupied, or may be removed from such parking space.

c) No Person shall Park a Motor Vehicle in any area requiring payment for parking therein without paying the required parking charges established by the Board from time to time pursuant to a duly adopted ordinance or, if the Board delegates to a private operator pursuant to a duly adopted ordinance the ability to set such charges, the charges established from time to time by such operator in accordance with such ordinance for the right and privilege of parking therein, or without obtaining and properly displaying authorized validation. If the parking ticket issued by or on behalf of the Port is lost, the customer shall pay such amount as may be established by the Port from time to time. Any Vehicle that is Parked in a designated parking area shall be Parked at the owner's sole risk. The owner or operator of any such Parked Vehicle shall be granted only a license to Park in a designated parking area and no bailment shall be created.

d) Any Motor Vehicle ~~which-that~~ remains in any public parking facility on the Airport for more than thirty (30) consecutive days may be considered abandoned and may be removed from such facility and impounded at the owner's and/or operator's expense, as provided in Section 7.6 below, unless otherwise determined by the Assistant Director.

e) Any Vehicle Parked in a manner that is in violation of these Rules and Regulations or other provisions of applicable law may be issued a citation by a Law Enforcement Officer or the Landside Operations Manager ~~or his or her designee~~, as permitted by applicable laws, and the owner or operator of such Vehicle shall be liable for such penalties as may be established by the Board from time to time or pursuant to applicable law. If such Vehicle is deemed abandoned, the last registered owner of the Vehicle shall be deemed to be the owner of such Vehicle.

## 7.5 RESERVED PARKING

a) Except as otherwise provided in an Airport Directive, no Person shall Park any Motor Vehicle in any reserved (or other "permit") parking area without a valid permit issued by the Port permitting parking in a reserved area. Each Motor Vehicle Parked in a reserved parking area shall prominently display the identifying decal or other insignia provided by the Port or shall bear other markings acceptable to the Port; and every such Motor Vehicle shall be Parked only in the space or area specifically assigned to it.

b) Any Motor Vehicle that remains in any reserved or permit parking facility on the Airport for more than thirty (30) consecutive days may be considered abandoned and may be removed from such facility and impounded at the owner's and/or operator's expense, as provided in Section 7.6, unless otherwise determined by the Assistant Director.

## 7.6 AUTHORITY TO REMOVE VEHICLES

a) Any Law Enforcement Officer or the Landside Operations Manager ~~or his or her designee~~ shall have the right to remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way or any other area on the Airport, any Vehicle ~~which-that~~ is disabled, abandoned, ~~or~~ illegally or improperly Parked, or which creates an operational, safety, or security problem. Any such Vehicle may be removed or caused to be removed by any Law Enforcement Officer or the Landside Operations Manager ~~or his or her designee~~ to the Airport's ~~official v~~Vehicle impound area, ~~or other areas~~ designated by the Assistant Director.

b) Any Vehicle impounded by the Port shall be released to the owner or operator thereof upon proper identification of the Vehicle (as determined by the Port) by the ~~p~~Person claiming it and upon payment of towing charges, any administrative charges, and the accrued parking and storage fees thereon. If any impounded Vehicle is not claimed within thirty (30) days, it may be disposed of in accordance with applicable law. The Port shall not be liable for damage to any Vehicle or loss of personal property, which might result from the act of removal.

a)c) Vehicles and Ground Support Equipment within the AOA may be removed pursuant to the GSESIP, as set forth in Appendix C (Ground Support Equipment Safety Inspection Program).

## 7.7 ~~IMPOUND OF VEHICLES IN~~ EMPLOYEE PARKING LOTS

a) ~~Any~~ Motor Vehicles Parked in any Airport employee parking lot ~~without the proper employee parking authorization, or with an expired validation sticker or an expired temporary parking authorization issued by the Port~~ may be considered abandoned and ~~are is~~ subject to removal and impound (at the owner's or operator's expense), as provided in Section 7.6, if the Vehicle is: Parked without the proper employee parking authorization, Parked with an expired validation sticker, Parked with an expired temporary parking authorization issued by the Port, or Parked for longer than thirty (30) consecutive days (unless the Vehicle needs to be Parked for longer because of the owner's or operator's official business at the Airport, as determined by the Assistant Director). Impounded Vehicles will be towed to the Airport's ~~official v~~Vehicle impound area, ~~or other area as~~ designated by the Assistant Director, and the ~~driver owner and/or operator~~ will be subject to any applicable financial penalties identified in Article 10.

a)b) ~~No Person shall stay or sleep in a Vehicle Parked in any Airport employee parking lot for longer than four (4) hours, unless otherwise approved in writing by the Assistant Director.~~

## 7.8 ~~IMPOUND OF~~ VEHICLES AND EQUIPMENT WITHIN THE AOA

### a) ~~Imminent Safety Hazards.~~

All Vehicles or equipment within the AOA ~~shall be subject to the GSESIP, as set forth in Appendix C (Ground Support Equipment Safety Inspection Program). The Assistant Director and Air Operations Manager shall administer the GSESIP to, among other things, impound any potentially hazardous Vehicles or equipment within the AOA.~~

All damages, costs and attorney's fees, including amounts attributable to Port Attorney time, incurred by the Port in the removal of any Vehicle as set forth in the GSESIP shall be recoverable against the owner or operator of said Vehicle, and the owner and/or operator of such Vehicle shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Vehicle as a result of such removal or disposal. In any case in which a Vehicle is removed or relocated pursuant to the GSESIP, the owner or operator of such Vehicle shall indemnify, defend and hold harmless the Port, its officers, employees and agents, from and against any costs, expenses, claims or other damages incurred by or claimed against the Port or such Persons arising from such removal and disposal, unless such owner or operator can demonstrate that such costs, expenses, claims or other damages were solely the result of the gross negligence or willful misconduct of the Port or its officers, employees, or agents.~~creating imminent safety hazards are subject to immediate impound. The Assistant Director and Air Operations Manager shall administer the derelict equipment retrieval process defined in this Section to address the necessary impound of such potentially hazardous Vehicles or equipment within the AOA.~~

### b) ~~Derelict Equipment.~~

~~Prior to impound, owners of ground service equipment within the AOA shall be contacted to remove potentially hazardous and derelict equipment. The notification process shall be as follows:~~

1. ~~First Notification: Upon first observation, an AOA representative shall contact a representative from the company responsible for such equipment to request equipment removal.~~



~~2.—— Second Notification: After a period of at least one hour, a second request for removal shall be made, which shall include a notice of intent to impound.~~

~~3.—— Third Notification: After a period of not less than 24 hours from the first notification, the equipment shall be impounded if it has not been removed.~~

~~c)—— **Impound Retrieval.**~~

~~Charges and fees (as defined below) shall be attached to all impounded equipment. Steps for retrieving impound equipment, shall include the following:~~

~~1.—— Owners of impounded ground service equipment are to report to the Airside Operations Manager, to pay impound charges and fees, including any cost recovery entitled to the Port as described below in subsection (d) of this Section.~~

~~2.—— Owners of ground service equipment shall contact the Airside Operations Manager to arrange for access to the impound lot for equipment retrieval. The equipment owner shall present a receipt of impound charges and fees paid before such equipment shall be released.~~

~~3.—— Impound charges and storage fees shall be: \$150.00 impound charge plus \$25.00 per day of storage fees. Equipment not retrieved within 30 days may be eligible for salvage by the Port.~~

~~d)—— **Port Recovery of Costs.**~~

~~All damages, costs and attorney's fees, including amounts attributable to Port Attorney time, incurred by the Port in the removal of any Vehicle as set forth herein shall be recoverable against the owner or operator of said Vehicle, and the owner and/or operator of such Vehicle shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Vehicle as a result of such removal or disposal. In any case in which a Vehicle is removed or relocated pursuant to this Section, the owner or operator of such Vehicle shall indemnify, defend and hold harmless the Port, its officers, employees and agents, from and against any costs, expenses, claims or other damages incurred by or claimed against the Port or such Persons arising from such removal and disposal, unless such owner or operator can demonstrate that such costs, expenses, claims or other damages were solely the result of the gross negligence or willful misconduct of the Port or its officers, employees or agents.~~

## **7.9 ISSUANCE OF TRAFFIC CITATIONS AND TICKETS**

Law Enforcement Officers or the Landside Operations Manager ~~or his or her designees~~, as permitted by applicable laws, are authorized to issue traffic citations or parking tickets, on the same form used for violation of traffic laws or ordinances by the City Police Department or Alameda County Sheriff's Office and in accordance with ~~Section 40300, et seq., of the~~ Section 40300, et seq., for violation of any provision of Article 7 of these Rules and Regulations, Chapter 10.56 of the City Municipal Code or California Vehicle Code governing the operation, loading, unloading or parking of Vehicles. In addition, certain Port personnel are authorized to issue financial penalties through the issuance of a NOV pursuant to Articles 10 and 11 of these Rules and Regulations.



## ARTICLE 8. COMMERCIAL GROUND TRANSPORTATION ~~AND~~, TAXICAB, ~~AND~~ TNC REQUIREMENTS.

Under the City Charter ~~of the City of Oakland~~, the Board has the complete and exclusive power to provide for and regulate the privilege of conducting commerce at the Airport. ~~It is the duty of the Board to see that all provisions of any such privilege granted are dutifully followed, and it may institute, or~~ cause to be instituted, any actions or proceedings as may be necessary to enforce the provisions ~~thereof of any such privileged granted~~ or to revoke, cancel, or annul such a privilege. This Article 8, in addition to all other applicable regulations, establishes the rules and regulations applicable to the privilege of providing Ground Transportation Services, ~~and~~ Taxicab ~~S~~services, ~~and~~ TNC Services at the Airport. The provision of Ground Transportation Services, and Taxicab ~~s~~Services, ~~and~~ TNC Services is a privilege, not a right, and may be revoked by the Port in accordance with these Rules and Regulations. The Landside Operations Manager ~~or his or her designee~~ shall be the Port representative authorized to implement and enforce ~~the Ground Transportation and Taxicab Regulations incorporated in~~ this Article 8.

### 8.11.1 GROUND TRANSPORTATION PERMITTING

#### ~~a) ———~~ **Permit Required.**

No Person may operate or cause to be operated any Vehicle to provide Ground Transportation Services to transport, pick up, or drop off passengers at the Airport unless such Person is:

1. a Permit Holder or the Driver of a Permit Holder offering Ground Transportation Services in accordance with these Rules and Regulations,
2. a TNC Driver authorized under a duly approved and executed TNC Commercial Ground Transportation Non-Exclusive Operating Permit (~~“TNC Permit”~~), ~~as defined below in accordance with these Rules and Regulations.~~
3. a Taxicab operated in accordance with these Rules and Regulations, or
4. an employee or a contractor of an airline operating at the Airport offering Ground Transportation Services solely to employees of such airline.

### 8.1 GROUND TRANSPORTATION PERMITTING

~~b)a)~~ \_\_\_\_\_ The Airport Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration, or renewal by the Port in accordance with these Rules and Regulations. No Airport Permit shall be required for Vehicles operated by the Port at the Airport in furtherance of Airport operations.

#### ~~e)b)~~ \_\_\_\_\_ **Types of Ground Transportation Permits.**

Qualified Operators may apply for one or more of the following categories of Airport Permits to provide Ground Transportation Services at or to and from the Airport:

1. Limousine Permit: An Airport Permit issued to drivers of a limousine (as defined in CPUC General Order 157-D, Section 2.05) picks up customers at the Airport.

2. Door-to-Door Reservation Shuttle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers by reservation from the Airport and transporting them to their destination.

3. Door-to-Door On-Demand Shuttle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers on an on-demand basis from the Airport and transporting them to their destination. The Airport Permit Holder shall notify the Port whenever such Holder intends to use its permitted Vehicle on a temporary basis as a Hotel Courtesy or Parking Courtesy Vehicle. Upon receiving notice that a Door-to-Door On-Demand Shuttle is being used temporarily as a Hotel Courtesy or Parking Courtesy Vehicle, the Port shall notify the Permit Holder of any additional requirements associated with this use, including the proper curb to use and the method for paying per trip fees for this use.

4. Hotel Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up hotel customers and transporting them to and from the Airport to a hotel. The Hotel Courtesy Vehicle Permit Holder shall notify the Port of all hotels using the Hotel Courtesy Vehicle Permit service and shall notify the Port of any changes in the list of hotel users throughout the term of the Airport Permit.

5. Parking Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up off-Airport parking lot customers and transporting them to and from the Airport to an off-Airport parking lot. All Off-Airport Parking Lot Operators shall register the Vehicles they operate to provide Ground Transportation Services for customers to and from the Airport with the Landside Operations Manager regardless of whether the Vehicle is owned by the Off-Airport Parking Lot operator or another entity.

Within 30 days of the end of each calendar month, Each Off-Airport Parking Operator is required to self-report to the Port the total number of all commercial trips to from the Airport by each of its Courtesy Vehicles to the Port. These monthly trip reports shall be supported by records as required under Section 8.9 (Additional Provisions For Off-Airport Parking Operations).

5.6. Rental Car Courtesy Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers and transporting them to and from the Airport to a Rental Car Facility.

6.7. Scheduled or Charter Operator Vehicle Permit: An Airport Permit issued to a Vehicle that operates primarily for the purpose of picking up customers and transporting them to and from the Airport on a scheduled route or to a specific destination.

~~7. TNC Permit: A license agreement negotiated between the Port and a TNC. The TNC and its Drivers shall follow the terms of the applicable TNC Permit, as expressly negotiated between the TNC and the Port. To the extent any conflict exists between the TNC Permit and these Rules and Regulations, the terms stated in the TNC Permit supersede the requirements of this Article 8 related to Ground Transportation Service requirements, as expressly indicated in the TNC Permit.~~

Prior to applying for an Airport Permit, a Qualified Operator must obtain from the Commission any applicable permits (if required), in accordance with all applicable laws. The Permit Holder shall

provide the Port with immediate notice of any suspension or cancellation of required certificates or permits issued by the Commission during the term of the Airport Permit.

~~d)c)~~ Application For Permits And Renewals.

Each Qualified Operator desiring to provide one or more types of Ground Transportation Services as outlined in Section 8.1(b) ~~above, except services provided by a TNC or a TNC Driver, which are regulated exclusively by a separate TNC Permit,~~ shall obtain an Airport Permit for each Ground Transportation Vehicle and each type of service the Qualified Operator desires to provide. Each such Qualified Operator shall for each Airport Permit the Qualified Operator desires to obtain or renew:

1. complete an application form provided by the Landside Operations Office,
2. pay the application fees set forth in Sections 8.1(d) and 8.1(e) ~~below,~~ and
3. provide such information and certifications deemed necessary by the Port, including but not limited, to the information set forth in Sections 8.1(f) through 8.1(~~kl~~) ~~below.~~

If the Qualified Operator is applying to be an Exempt Qualified Operator or Partially Exempt Qualified Operator, then the information that it provides with its completed application form shall include the Qualified Operator's estimate of its annual trips to or from the Airport (based on a trip as set forth in Section 8.7(a) ~~below~~) for all Vehicles that the Qualified Operator will operate at the Airport, and its explanation, in reasonable detail, as to why such annual trips for all of such Vehicles will not exceed 120 or 60, respectively.

~~e)d)~~ Fee.

With its application for the Airport Permit, ~~the each~~ Qualified Operator, Partially Exempt Qualified Operator, and Exempt Qualified Operator shall pay to the Port a non-refundable Airport Permit Application Fee in the amounts set forth in Appendix A (Airport Master Fee Schedule) ~~to the Port of \$500.00 per Qualified Operator, or such other amount as may be established by the Board from time to time by duly adopted ordinance; provided, however, that Exempt Qualified Operator applicants shall pay a non-refundable application fee to the Port of \$360.00 per Exempt Qualified Operator, or such other amount as may be established by the Board from time to time by duly adopted ordinance, in each case regardless of the number of approved Vehicles the Qualified Operator or Exempt Qualified Operator is authorized by Port to operate on Airport property.~~

~~f)e)~~ Transponder Fee.

~~The Each~~ Qualified Operator, Partially Exempt Qualified Operator, and Exempt Qualified Operator shall pay a non-refundable Operator Transponder Fee in the amount set forth in Appendix A (Airport Master Fee Schedule) ~~\$50 fee, or such other amount as may be established by the Board from time to time by duly adopted ordinance,~~ for each Vehicle to be permitted under the Airport Permit for the issuance and use of a Transponder for each permitted Vehicle. This fee shall only be returned if the Airport Permit applied for is not issued.

~~g)f)~~ **Qualified Operator's Identity.**

The Qualified Operator shall provide the full name, business address, telephone number and contact person for the Qualified Operator. The Qualified Operator may not conduct business under any name determined by the Port to be the same or similar to a name listed in a previously issued and unexpired Airport Permit issued to another Qualified Operator. In addition, to maintain the ability to operate at the Airport, additional security related mandates may be imposed by a Federal, State, or local government agency, which require a Qualified Operator to provide additional identity information with respect to its Drivers. In the event such requirements are issued, each Qualified Operator shall provide the required or requested information for each Driver within thirty (30) days after being requested to do so, or within such other period of time as may be specified by the Assistant Director.

~~h)g)~~ **Driver Identity.**

Each Qualified Operator shall file and maintain at the Landside Operations Office, and shall update pursuant to Section 8.1(q)~~-below~~, a current roster of Drivers who will operate the Vehicles permitted under the Airport Permit applied for. For each Driver on such roster, the Qualified Operator shall submit to the Landside Operations Office:

1. The full name, address, and telephone number of the Driver;
2. A copy of the Driver's license of the appropriate class issued by the State of California, which must not be suspended or revoked, together with any information required under Section 3(g)~~-above~~;
3. For each Sub Carrier, (i) the PSC shall submit a notarized copy of the contract between the PSC and the Sub Carrier pursuant to which the Sub Carrier shall operate under the control of the PSC, (ii) the Sub Carrier shall submit a notarized release from any other PSC with whom that Sub Carrier had an agreement to own and operate a Ground Transportation Vehicle, and (iii) the Sub Carrier shall submit any required TCP number issued by the Commission to the Passenger Stage Sub Carrier; and
4. A copy of the Driver Identification Badge to be issued by the Qualified Operator to the Driver.

Permit Holder or Driver shall provide prompt notice to Port of any suspension or cancellation of a Driver's License.

~~i)h)~~ **Equipment Statement.**

Each Qualified Operator shall provide for each Ground Transportation Vehicle to be used under each Airport Permit, the following information, organized by type of Vehicles holding Limousine, Courtesy Vehicle, Door-to-Door Reservation Shuttle, Door-to-Door On-Demand Shuttle, or Scheduled or Charter Operator Vehicle Permits:

1. A copy of the current State of California Vehicle registration, the license plate number and the Vehicle identification number (the license plate for a Limousine operated by a Charter Party Carrier must be the special license plate issued by the Department of Motor Vehicles pursuant to ~~Section 5011.5 of the~~ California Vehicle Code Section 5011.5);

2. The make, model or type, year of manufacture and passenger-seating capacity (excluding the Driver) of the Vehicle, and a 4" ~~xX~~ 6" color photograph of each Vehicle showing the color scheme, company identification and the general appearance of the Vehicles;

3. Documentation of inspections to comply with requirements of the California Highway Patrol and Motor Carrier Safety Sections of Title 13 of the California Code of Regulations;

4. If required by applicable laws, the TCP or PSC certificate or permit issued by the Commission under which the Vehicle is operated, which must not be suspended or revoked. If such certificate or permit is not available or not issued, the applicant must demonstrate how or why such certificate or permit is not required under California law;

5. Whether ~~or not~~ such Vehicle is an Alternative Fuel Vehicle, and the type of fuel to be used in each Alternative Fuel Vehicle; and

6. A copy of the equipment list issued by the Commission for all Vehicles covered by a TCP or PSC certificate.

~~h)~~      **Fare Schedule.**

All Qualified Operators, other than operators of Courtesy Vehicles, shall provide the schedule of fares to be charged to passengers or for courier services and, if required by applicable laws, evidence of approval of such fares by the Commission.

~~k)~~      **Insurance.**

Each Qualified Operator shall provide evidence of insurance verifying the insurance coverage required under ~~Section 8.3 below~~ Appendix E (Ground Transportation, Taxicab, and TNC Insurance).

~~l)~~      **Certification.**

Each Qualified Operator shall sign a certificate stating the following:

1. That all statements and other information provided by the Qualified Operator pursuant to these Rules and Regulations are true and complete, and an acknowledgment that an Airport Permit will not be issued, or an issued Airport Permit may be revoked, if the application or such other information contains any material omission, untrue statement or fraudulent documentation;

2. That the Qualified Operator understands it shall pay the fees that are assessed by the Port; and

3. That the Qualified Operator has received a copy of these Rules and Regulations, has read these Rules and Regulations, and will comply fully with these Rules and Regulations.

~~m)~~      **Form of Receipt.**

A copy of the form of receipt to be furnished upon demand by any passenger pursuant to Section 8.4(g) ~~below~~.

n)m) **Issuance of Airport Permit; Renewal.**

1. Upon the submission of a completed application, the Port shall review and process, subject to the limitations set forth in Section 8.1(o) ~~below~~, (i) an application for a Limousine, Courtesy Vehicle, Door-to-Door Reservation Shuttle, Door-to-Door On-Demand Shuttle, or Scheduled or Charter Operator Permit within fourteen (14) business days from the date that a completed application is submitted, except for (ii) an application submitted by a Sub-Carrier, which shall be reviewed and processed within twenty-one (21) business days from the date a completed application is submitted.

2. For purposes of this Section 8.1(m), an application shall be considered complete only if the Landside Operations Manager determines that (i) the applicant is a Qualified Operator, (ii) the Ground Transportation Vehicles to be operated pursuant to the permit meet the requirements of these Rules and Regulations; (iii) all Drivers named in the application hold valid California driver's licenses of the appropriate classes; (iv) the Qualified Operator has otherwise met all of the requirements of these Rules and Regulations, has not had the Airport Permit that the Qualified Operator is applying to renew cancelled, does not owe any money to the Port, and is in good standing under any rules and regulations of the Commission; and (v) that the application contains no omissions, untrue statements or fraudulent documentation.

3. Airport Permits shall be renewed after the end of each Annual Permit Period for Permit Holders according to the renewal procedures established by the Landside Operations Manager and subject to the Airport Permit Renewal Fees in the amounts set forth in Appendix A (Airport Master Fee Schedule). ~~Each year, the Landside Operations Manager shall send or cause to be sent to each Permit Holder a notice of renewal during the last three months of the calendar year, not less than forty five days before the end of such calendar year. If a Permit Holder holding a valid Airport Permit wishes to renew such Airport Permit for the following calendar year, the Permit Holder shall, within three weeks of the date of the notice of renewal, apply to renew the Airport Permit for the next calendar year by (i) submitting a letter advising the Port of its intent to renew the Airport Permit; (ii) submitting a list of all Vehicles to be registered under the Permit that the Permit Holder is applying to renew; and (iii) submitting the information contained in Section 8.1(g) above for each Driver, in Section 8.1(h) above for each such Vehicle, and in Sections 8.1(j) 8.1(l) above, and any change to the information provided pursuant to Section 8.1(f) (collectively, the "Renewal Application"). If a Permit Holder holding a valid Airport Permit fails to submit the foregoing Renewal Application by the date that is three weeks after the notice of renewal, the Landside Operations Manager may (but shall not be required to) send or cause to be sent to such Permit Holder a second notice of renewal. Upon satisfactory submission by a holder of a valid Airport Permit of a Renewal Application and the fee required under Section 8.1(d) above, the Landside Operations Manager shall, at his or her reasonable discretion and subject to the limitations set forth in Section 8.1(n) below, within four (4) weeks after receipt of a complete Renewal Application, renew the Airport Permit for a period of one calendar year, or such shorter period commencing on the date such Airport Permit is issued and ending on December 31 of such calendar year; provided however, that if a Permit Holder holding a valid Airport Permit has submitted a Renewal Application, the Landside Operations Manager may extend the termination date of the valid Airport Permit for such period as may be necessary in the discretion of the Landside Operations Manager to process such Renewal Application.~~



**e)n) Limited Number of Permits.**

1. In order to insure that the Airport will continue to function as an essential commerce and tourist center, to protect public safety and convenience, to assure unimpeded traffic flow and adequate Vehicle curb and staging areas at the Airport, and to preserve the quality of Ground Transportation Services by avoiding destructive competition which may impair the quality of such services to the public, the combined number of Motor Vehicles permitted under Airport Permits shall be limited as follows:

(i) the number of Motor Vehicles permitted under Limousine Permits shall not exceed 2,500;

(ii) the number of Motor Vehicles permitted under Door-to-Door Reservation Shuttle Permits shall not exceed 1,000;

(iii) the number of Motor Vehicles permitted under Door-to-Door On-Demand Shuttle Permits shall not exceed 110;

(iv) the number of Scheduled or Charter Operator Permits shall not exceed 60; and

(v) the number of Rental Car Courtesy Vehicle Permits shall not exceed 50, Parking Courtesy Vehicle Permits shall not exceed 75 and Hotel Courtesy Vehicle Permits shall not exceed 60.

The Landside Operations Manager, in consultation with the Assistant Director, may increase or decrease (but not below the numbers set forth above) the maximum number of Motor Vehicles permitted or the number of Airport Permits authorized to be issued for each type of Ground Transportation Vehicle under these Rules and Regulations from time to time as the Landside Operations Manager determines is appropriate based on the Airport's operational and safety needs.

2. If the number of Vehicles applied for permitting under Limousine Permits, Courtesy Vehicle Permits, Door-to-Door Reservation Shuttle Permits, Door-to-Door On-Demand Shuttle Permits, or Scheduled or Charter Operator Permits is greater than the applicable maximum number of such Vehicles authorized pursuant to Section 8.1(n)(1) ~~above~~, the Landside Operations Manager shall issue Airport Permits first, to those who have submitted completed applications for renewal on a "first applied, first issued" basis and then, to those completed applicants for new Airport Permits, on a "first applied, first issued" basis. If the number of Vehicles applied for exceeds the applicable maximum number of Vehicles authorized to be permitted under Section 8.1(n)(1), the Landside Operations Manager may issue an Airport Permit for less than the number of Vehicles applied for. The Landside Operations Manager shall maintain a list of Airport Permit applicants who have submitted complete applications and the date and time of such completed submission in the order of priority as above described (the "Qualified List"). The Landside Operations Manager shall notify by mail those Qualified Operator(s) selected to be issued Airport Permits of the number of Vehicles to be covered by such Airport Permits. The selected Qualified Operator(s) shall have five (5) business days from the date of notification to submit a written acceptance. If a selected Qualified Operator shall fail to submit a written acceptance within such five (5) business days, the Landside Operations Manager shall remove such Qualified Operator from the Qualified List and notify the next Qualified Operator on the Qualified List. This process shall be repeated until all available Airport Permits have been issued or all demand has been satisfied.

3. If one or more Airport Permits are terminated or cancelled by the Port or surrendered by the Permit Holder (the "Previous Permit Holder") during a calendar year, the Port shall select a replacement from the next Qualified Operator on the Qualified List and shall remove the Previous Permit Holder from the Qualified List. The Airport Permit issued to the replacement Permit Holder shall be effective for the remainder of the calendar year in the same manner as provided in Section 8.1(o).

4. Any Qualified Operator who is removed from the Qualified List must reapply as an applicant for a new Airport Permit and such application may not be submitted earlier than 365 days from the date of the removal from the Qualified List and, if qualified, shall be placed at the end of the Qualified List.

**p) Term.**

An Airport Permit shall be valid upon issuance by the Port and shall expire at the end of the Annual Permit Period for Permit Holders~~The term of an Airport Permit issued to a Qualified Operator shall be for a period from January 1, or if the Airport Permit is issued later, from the date the Qualified Operator becomes a Permit Holder, until December 31 of that calendar year unless earlier terminated, or unless temporarily extended in accordance with Section 8.1(m)(3) above;~~ provided, however, that the Port and the Permit Holder shall each have the right to terminate the Airport Permit prior to the date on which it would otherwise expire by giving the other party at least thirty (30) days prior written notice of such termination.

**q) Vehicle Registration.**

An Airport Permit only authorizes the Permit Holder to operate the Ground Transportation Vehicles identified and described in the Airport Permit. Any temporary or permanent replacement of any said Ground Transportation Vehicle shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that (i) any replacement Ground Transportation Vehicle shall be of like or better kind, quality and condition as the permitted Ground Transportation Vehicle to be replaced, (ii) the replacement Vehicle complies with all of the requirements of these Rules and Regulations and (iii) the Permit Holder submits the information required by Section 8.1(h) at least five (5) days prior to the proposed replacement. Any permanent replacement of Vehicles shall constitute an amendment of the Airport Permit and shall require written approval of the Landside Operations Manager.

**r) Driver Roster.**

An Airport Permit only authorizes the Ground Transportation Vehicles to be operated by Drivers identified and described in the roster of Drivers submitted to and maintained at the Landside Operations Office pursuant to Section 8.1(g).

1. Upon the temporary or permanent replacement of any such Drivers, the Permit Holder shall, at least five (5) business days before such replacement, file with the Landside Operations Office a written update of the roster of Drivers operating the Ground Transportation Vehicles permitted by said Airport Permit. Any replacement Driver shall possess the requisite California Driver's license(s) and shall be otherwise qualified to operate the Ground Transportation Vehicle(s) covered by said Airport Permit.

2. A Driver whose driver's license has been suspended or revoked shall be deemed to have been deleted from the roster of Drivers on the date of such suspension or revocation.

3. A Driver who has been suspended or permanently expelled from operating a Ground Transportation Vehicle at the Airport shall not be permitted by a Qualified Operator to operate any Vehicle at the Airport, and no Permit Holder shall place or permit such Driver to remain on its roster of Drivers, in the case of a suspension, for the period of the suspension, and in the case of an expulsion, permanently.

**~~s)r)~~ \_\_\_\_\_ No Automatic Renewal of Permits.**

Airport Permits will not be automatically renewed. The ~~Permit hHolder of an Airport Permit~~ must apply each year to renew an Airport Permit pursuant to Section 8.1(m)(3)~~above~~. Airport Permits cannot be renewed after thirty (30) days following the end of each Annual Permit Period for Airport Permit Holders.

**~~t)s)~~ \_\_\_\_\_ Airport Permit Non-Transferable.**

No Airport Permit may be transferred, assigned, loaned, or sold to any Person and no Airport Permit shall be used by any Person other than the Person to whom the Airport Permit is issued. A change in control of a corporation, partnership or other entity holding an Airport Permit, except in the case of a corporation whose shares are publicly traded, shall constitute a transfer of such Airport Permit in violation of these Rules and Regulations.

**~~u)t)~~ \_\_\_\_\_ No Liability to Qualified Operator.**

The Port and its employees shall have no liability to any Qualified Operator, Permit Holder or Driver for any loss or damage to the Qualified Operator's, Permit Holder's or Driver's business arising out of the exercise by Port of any of its rights or the exercise by the Port's employees of any of their authority under these Rules and Regulations.

**~~v)u)~~ \_\_\_\_\_ Designation of Agent for Service of Process.**

By accepting an Airport Permit, the Permit Holder consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Permit Holder. The Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Permit Holder. Port agrees to serve such process on the Permit Holder's registered agent under California law if the name and address of the Permit Holder's current registered agent in California has been provided to Port in advance and in writing.

~~w)v)~~ **Driver Identification Badges.**

Each Permit Holder shall issue to each Driver a Driver Identification Badge that prominently displays the name and a photograph of the Driver and the contact address information of the Permit Holder.

## **8.2 TAXICAB PERMITTING**

### **a) Airport Taxi Permit.**

Only Taxicab Drivers employed by a Qualified Taxicab Operator operating a Taxicab with an Airport Taxi Permit issued by the Port in accordance with these Rules and Regulations may pick up on-demand passenger(s) within the Airport for transportation in a Taxicab in accordance with these Rules and Regulations. The Airport Taxi Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration, or renewal by the Port in accordance with ~~the provisions of~~ these Rules and Regulations. Registered Taxicabs and Unregistered Taxicabs may operate at the Airport in a limited manner without an Airport Taxi Permit as defined under 8.4(c), 8.4(j) and Table 8.4.1 of these Rules and Regulations.

### **b) Application for Permits and Renewals.**

Each Qualified Taxicab Operator desiring to operate one or more Taxicabs at the Airport shall apply for the issuance of an Airport Taxi Permit for each Taxicab the Qualified Taxicab Operator desires to operate at the Airport. Each such Qualified Taxicab Operator shall, during a period designated by the Landside Operations Manager, and with respect to each Airport Taxi Permit the Qualified Taxicab Operator desires to obtain or renew, complete an application form provided by the Port's Landside Operations Office, pay the application fee set forth in Section 8.2(b)(1) ~~below~~ and provide the information and certifications deemed necessary by the Port including but not limited to the information set forth in Sections 8.2(b)(2) through 8.2(b)(6) ~~below~~.

1. Fee. With its application for an Airport Taxi Permit, the Qualified Taxicab Operator shall pay a non-refundable ~~Taxi Permit annual a~~Application ~~f~~Fee to the Port ~~in the amount set forth in Appendix A (Airport Master Fee Schedule) of \$300.00, or such other fee as may be established by the Board from time to time pursuant to a duly adopted ordinance,~~ for each Airport Taxi Permit the Qualified Taxicab Operator desires to obtain or renew. Qualified Taxicab Operators shall pay the full annual application fee with each application, regardless of when the application is submitted.

2. Qualified Taxicab Operator's Identity. The Qualified Taxicab Operator shall provide the following information:

(i) The full name, business address, telephone number and contact person for the Qualified Taxicab Operator; and

(ii) If the Person is a Qualified Taxicab Operator by virtue of a lease of a Taxi Medallion, a copy of the executed lease agreement for the Taxi Medallion; and

(iii) In addition, to maintain the ability to operate at the Airport, additional security related mandates may be imposed by a

Federal, State, or Local government agency that require a Qualified Taxicab Operator to provide additional identity information with respect to such Qualified Taxicab Operator or its Taxicab Drivers. In the event such requirements are issued, each Qualified Taxicab Operator shall provide the required or requested information within thirty (30) days after being requested to do so, or within such other period of time as may be specified by the Assistant Director.

3. Taxicab Driver Identity. Unless directed otherwise by the Landside Operations Manager, ~~The~~ Qualified Taxicab Operator shall provide the following information for each Taxicab Driver for each Taxicab for which the application is made (not to exceed three Taxicab Drivers per Taxicab):

(i) The full name, address, and telephone number of the Taxicab Driver;

(ii) A copy of the Taxicab Driver's license issued by the State of California, which must not be suspended or revoked; and

(iii) A copy of the Taxicab Driver Permit, which must not be suspended or revoked.

4. Vehicle Information. Unless directed otherwise by the Landside Operations Manager, ~~The~~ Qualified Taxicab Operator shall provide the following information for each Taxicab for which the application is made:

(i) A copy of the current State of California vehicle registration, the license plate number and the vehicle identification number;

(ii) The make, model or type, year of manufacture and passenger-seating capacity of the Taxicab;

(iii) A valid inspection certificate issued by the County of Alameda, Division of Weights and Measures, which certificate shall state the name and model number of the Taximeter (as defined in the City Taxi Ordinance) and the Taxicab number for which it is assigned;

(iv) A valid vehicle inspection certificate from the unit designated by the Chief of Police for the administration and oversight of the City Taxi Ordinance ~~City Taxi Unit~~;

(v) The Taxi Medallion issued by the City, which must not be suspended or revoked; and

(vi) Whether ~~or not~~ such Vehicle is an Alternative Fuel Vehicle, and the type of fuel to be used in each Alternative Fuel Vehicle.

5. Insurance. The Qualified Taxicab Operator shall provide evidence of insurance verifying the insurance coverage required by Appendix E (Ground Transportation, Taxicab, and TNC Insurance)~~Section 8.3 below.~~

6. Certification. The Qualified Taxicab Operator must provide the following certification:

(i) That all statements and other information provided by the Qualified Taxicab Operator are true and complete, and an acknowledgment that an Airport Taxi Permit will not be issued, or an issued Airport Taxi Permit may be revoked, if the application or such other information contains any untrue statement, fraudulent documentation or material omission;

(ii) That the Qualified Taxicab Operator understands and agrees that it shall pay the fees that are assessed by the Port;

(iii) That the Qualified Taxicab Operator has ~~received access to~~ a copy of these Rules and Regulations, has read these Rules and Regulations, and will comply fully with these Rules and Regulations; and

(iv) That the Qualified Taxicab Operator agrees to follow and be bound by the dispute resolution process outlined herein and acknowledges that the issuance or maintenance of any Airport Taxi Permit shall be in the sole discretion of the Port.

c) **Issuance Of Airport Taxi Permit.**

1. Renewal of Airport Taxi Permits. Airport Taxicab Permits shall be renewed after the end of each Annual Permit Period for Taxicab Permit Holders according to the renewal procedures established by the Landside Operations Manager and subject to the Taxi Permit Renewal Fee in the amount set forth in Appendix A (Airport Master Fee Schedule).~~Each year, the Landside Operations Manager shall send or cause to be sent to each Taxicab Permit Holder a notice indicating that such holder's permit is scheduled to expire and the need to request a renewal of such permit ("Renewal Notice"). If a Taxicab Permit Holder holding a valid Airport Taxi Permit wishes to renew such Airport Taxi Permit for the following calendar year, the Taxicab Permit Holder shall, within three weeks of the date of the Renewal Notice, apply to renew the Airport Taxi Permit for the next calendar year by (i) submitting to the Landside Operations Manager a letter advising the Port of its intent to renew the Airport Taxi Permit; (ii) submitting to the Landside Operations Manager a list of all Taxicab Drivers to be registered under the Permit that the Taxicab Permit Holder is applying to renew; and (iii) submitting to the Landside Operations Manager the fee required in Section 8.2(b)(1) above, the information contained in Section 8.2(b)(3) above for each Taxicab Driver, in Section 8.2(b)(4) above for each such Taxicab, and in Sections 8.2(b)(5) and 8.2(b)(6) above, and any changes to the information previously submitted pursuant to Section 8.2(b)(2) above (collectively, the "Renewal Application"). If a Taxicab Permit Holder holding a valid Airport Taxi Permit fails to submit the foregoing Renewal Application to the Landside Operations Manager by the date that is three weeks after the Renewal Notice, the Landside Operations Manager may (but shall not be required to) send or cause to be sent to such Taxicab Permit Holder a second Renewal Notice. If a Taxicab Permit Holder does not submit a renewal application within the earlier of two (2) weeks after the second notice of renewal or December 15 of the current year and the Taxicab Permit Holder continues to provide Taxicab services at the Airport with an expired Airport Permit, the Landside Operations~~



~~Manager may issue an NOV pursuant to Article 10. Upon satisfactory submission by a Taxicab Permit Holder of a valid Airport Taxi Permit of a Renewal Application, the Landside Operations Manager shall, at his or her reasonable discretion and subject to the limitations set forth in Section 8.2(c)(2) below, within four (4) weeks after receipt of a completed Renewal Application, renew those Airport Taxi Permits of each Taxicab Permit Holder who has fulfilled the requirements of this paragraph to the satisfaction of the Landside Operations Manager or such shorter period commencing on the date such Airport Taxi Permit is issued and ending on January 15 of the following calendar year; provided however, that if a Taxicab Permit Holder holding a valid Airport Taxi Permit has submitted a Renewal Application, the Landside Operations Manager may extend the termination date of the valid Airport Taxi Permit for such period as may be necessary in the discretion of the Landside Operations Manager to process such Renewal Application.~~

2. The number of Airport Taxi Permits authorized to be issued and in force at any one time shall be limited to no more than the number of Taxi Medallions issued and in force at such time; provided, however, that the Board may determine that a lesser number of Airport Taxi Permits shall be issued in any one calendar year. If more Renewal Applications are timely received than the number of Airport Taxi Permits to be issued, Airport Taxi Permits will be renewed in the order in which complete Renewal Applications were submitted to the Landside Operations Manager pursuant to Section 8.2(c)(1) ~~above~~, as conclusively determined by the Landside Operations Manager.

3. For purposes of this Section 8.2(b)(3), an application for an Airport Taxi Permit or a Renewal Application shall be considered complete with respect to a Taxicab operated by the Qualified Taxicab Operator only if the Landside Operations Manager in his/her judgment determines that: (i) the Taxicab meets the requirements of these Rules and Regulations; (ii) all Taxicab Drivers named in the application or Renewal Application hold valid California Driver's licenses and Taxicab Driver Permits; (iii) the Qualified Taxicab Operator submitting that application or Renewal Application has otherwise met all of the requirements of these Rules and Regulations, has not had the Airport Taxi Permit that the Taxicab Permit Holder is applying to renew cancelled, has paid the applicable application fee, does not owe any money to the Port, and is in good standing under the City Taxi Ordinance; and (iv) that the application or Renewal Application contains no omissions, untrue statements or fraudulent documentation.

~~4. Any Qualified Taxicab Operator that does not then hold an Airport Taxi Permit and who meets the requirements of Section 8.2(b) above may apply for and receive, subject to the provisions of Sections 8.2 (b) and 8.2(c) and Port approval, an Airport Taxi Permit. The Airport Taxi Permit issued to any such Qualified Taxicab Operator shall be effective until the next succeeding January 15 in the same manner as provided in Section 8.2(c)(1), and the application fee shall not be pro-rated.~~

5.4. Notwithstanding any provision of these Rules and Regulations to the contrary, by submission of an application for and acceptance of an Airport Taxi Permit, each Taxicab Permit Holder acknowledges and agrees that no Person other than the Port shall have a property right in any Airport Taxi Permit, and the Port shall not have any obligation to issue or renew an Airport Taxi Permit to any Person.

6.5. Any Taxicab Permit Holder who possesses a Taxi Medallion through a lease of such Taxi Medallion from another Person ~~on the effective date of these Rules and Regulations~~ shall be deemed a Qualified Taxicab Operator and may renew its Airport Taxi Permit pursuant to Section 8.2(b), provided that such Taxicab Permit Holder shall, upon request of the Assistant Director,

~~of his or her designee~~ submit to the Landside Operations Manager a true and verified copy of the lease, containing the name of the owner of the Taxi Medallion and the effective and expiration dates of the lease.

d) **Term.**

~~An Airport Taxi Permit shall be valid upon issuance by the Port and shall expire at the end of the Annual Permit Period for Taxicab Permit Holders. The term of an Airport Taxi Permit issued to a Qualified Taxicab Operator shall be for a period from January 15, or if the Airport Taxi Permit is issued later, from the date the Qualified Taxicab Operator becomes the holder of an Airport Taxi Permit, until January 15 of the next succeeding calendar year, subject to cancellation or early termination, as provided in these Rules and Regulations.~~

e) **Replacement Vehicle.**

An Airport Taxi Permit only authorizes the Taxicab Permit Holder to operate at the Airport the Taxicab identified and described in the Taxicab Permit Holder's application. Any replacement of said Taxicab shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that any replacement Taxicab shall be of like or better kind, quality and condition as the permitted Taxicab for which a Taxi Medallion has been issued and remains valid for the replacement Taxicab, and the Taxicab Permit Holder submits the information required by Section 8.2(b)(4) at least five days prior to the proposed replacement.

f) **Replacement Taxicab Drivers.**

An Airport Taxi Permit only authorizes the Taxicab Driver(s) identified and described in the Taxicab Permit Holder's application to operate the Taxicab for which the Airport Taxi Permit was issued. Any replacement of the Taxicab Driver(s) shall require prior authorization of the Landside Operations Manager, which authorization shall not be unreasonably withheld, provided that, with respect to any substituted Taxicab Driver, the Taxicab Permit Holder submits the information required by Section 8.2(b) at least five days prior to the proposed replacement.

g) **No Automatic Renewal of Permits.**

Airport Taxi Permits will not be automatically renewed. The holder of an Airport Taxi Permit must complete and submit a Renewal Application each year for each Airport Taxi Permit pursuant to Section 8.2(c) ~~above~~, the approval of which is in the sole discretion of the Port. Airport Taxi Permits cannot be renewed after thirty (30) days following the end of each Annual Permit Period for Airport Taxi Permit Holders.

h) **Airport Taxi Permit Non-Transferable.**

No Airport Taxi Permit may be transferred, assigned, loaned, or sold to any Person; provided, however, that an Airport Taxi Permit may be permanently transferred to another Qualified Taxicab Operator with the prior written consent of the Landside Operations Manager which consent shall be conditioned upon (i) the Qualified Taxicab Operator to whom the Airport Taxi Permit is to be transferred submitting an application for an Airport Taxi Permit pursuant to Section 8.2(b) ~~above~~, (ii) the Landside Operations Manager determining that such application is complete as provided in Section 8.2(c)(3) ~~above~~, (iii) the Landside Operations Manager determining that the proposed transfer will be a permanent, irrevocable transfer, and (iv) payment of a Taxi Permit Transfer Fee in the

amount ~~set forth in Appendix A (Airport Master Fee Schedule) of \$50.00, or such other amount as may be established by the Board from time to time pursuant to a duly adopted ordinance.~~ Notwithstanding the foregoing, in the event that a Taxicab Permit Holder transfers his or her Taxi Medallion to another Qualified Taxicab Operator, the Taxicab Permit Holder shall promptly notify the Landside Operations Manager of such transfer. The Airport Taxi Permit shall be terminated as of the date of the transfer of such Taxi Medallion unless the Airport Taxi Permit is also transferred to such other Qualified Taxicab Operator as provided in this Section 8.2(h). No Airport Taxi Permit may be used by any Person other than the Qualified Taxicab Operator to whom the Airport Taxi Permit was originally issued pursuant to Section 8.2(c) ~~above~~ or transferred pursuant to this Section.

i) **No Liability to Qualified Taxicab Operator.**

The Port and its employees shall have no liability to any Qualified Taxicab Operator, Taxicab Permit Holder or Taxicab Driver for any loss or damage to the Qualified Taxicab Operator's, Taxicab Permit Holder's or Taxicab Driver's business arising out of the exercise by Port of any of its rights or the exercise by the Port's employees of any of their authority under these Rules and Regulations.

j) **Designation of Agent for Service of Process.**

By accepting an Airport Taxi Permit, the Taxicab Permit Holder consents to the jurisdiction of the ~~State of~~ California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the Taxicab Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Taxicab Permit Holder. The Taxicab Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Taxicab Permit Holder. Port shall endeavor to serve such process on the Taxicab Permit Holder's registered agent under California law if the name and address of the Taxicab Permit Holder's current registered agent in California has been provided to Port in advance and in writing.

### **8.3 TNC PERMITTING**

a) **TNC Permit Overview.**

1. TNC Permit Required. Any TNC wishing to provide TNC Services at the Airport must first obtain a TNC Permit from the Airport in accordance with these Rules and Regulations.

2. Revocable Permit. The TNC Permit is a non-exclusive license to perform TNC Services at the Airport. The TNC Permit shall at all times remain the property of the Port and is subject to suspension, cancellation, termination, expiration, or renewal by the Port in accordance with these Rules and Regulations. The TNC Permit may be terminated by the Port or the TNC Permit Holder with thirty (30) days' prior written notice to the other. The TNC Permit may also be suspended or terminated by the Port in the event of an emergency or threat to the Airport. The TNC Permit does not grant or create any franchise rights pursuant to any federal, state, or local laws. If the TNC Permit is revoked, the TNC Permit Holder shall take all actions to promptly effect the revocation,

including blocking out the TNC Airport Property as an authorized pick-up location from the TNC Mobile App and effectively informing its TNC Drivers and customers of the revocation.

3. No Transfer. The TNC Permit may not be assigned, encumbered, loaned, sold, or otherwise transferred (whether voluntarily, involuntarily, or by operation of law) to any Person (“Transfer”). Any such Transfer in violation of this Section shall be null and void. A change in more than 50% control or 50% ownership of the TNC Permit Holder (except in the case of a corporation whose shares are publicly traded) shall constitute a prohibited Transfer of the TNC Permit.

4. Permitted Use. Under the TNC Permit, the only permitted use shall be for TNC Drivers to drop-off and pick-up passengers at the locations and according to the methods established by the Landside Operations Manager, as those locations and methods may be amended from time to time by the Landside Operations Manager.

5. Compliance with Laws. The TNC Permit Holder shall comply (and ensure that all of its TNC Drivers comply) with all applicable federal, state, and local laws, ordinances, rules, regulations, and directives, as they may be amended from time to time (collectively, “Laws”), including (without limitation): these Rules and Regulations; Airport Operating Directives from the Director, Assistant Director, or Landside Operations Manager; all oral and/or written instructions given by the Landside Operations Manager or a designated Port representative; Laws relating to public safety, safe driving practices, seat belts, child seats, and drug testing; the Americans with Disabilities Act (42 USC § 12101, et seq.) and Title 24 of the California Code of Regulations; Laws relating to hazardous materials; Laws relating to transportation; and any applicable CPUC decisions or court decision relating to TNC requirements. The Port shall have no liability for, and each TNC Permit Holder waives and releases any diminution or deprivation of the TNC Permit Holder’s rights by its compliance with this Section. The TNC Permit Holder and each Driver shall observe any and all orders, directives, or conditions issued, given, or imposed by the Director with respect to the use of roadways, driveways, curbs, sidewalks, parking areas, TNC holding lots, and the Terminal Complex in the Airport. The TNC Permit Holder and each TNC Driver shall also obey all traffic directions given by Airport personnel during times of construction.

6. Designation of Agent for Service of Process. By accepting a TNC Permit, the TNC Permit Holder consents to the jurisdiction of the California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against the TNC Permit Holder, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the TNC Permit Holder. The TNC Permit Holder further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against the Permit Holder. Port agrees to serve such process on the TNC Permit Holder’s registered agent under California law if the name and address of the Permit Holder’s current registered agent in California has been provided to Port in advance and in writing.

**b) TNC Permit Application and Renewals.**

1. TNC Permit Application Procedure. Any TNC desiring to obtain or renew a TNC Permit must comply with the TNC Permit application procedures established by the

Landside Operations Manager, as those procedures may be amended in the Landside Operations Manager's sole discretion. Prior to obtaining or renewing a TNC Permit, and in addition to complying with all procedures established by the Landside Operations Manager, each TNC shall:

A. Provide evidence to the Port that it had obtained all required permits and approvals from applicable agencies, including (without limitation) the Charter Party Certificate for operation as a TNC currently authorized by the Commission;

B. Pay to the Port a non-refundable application fee in the amount set forth in **Appendix A** (Airport Master Fee Schedule);

C. Submit to the Port a security deposit as set forth in Section 8.7(e) (TNC Fees, Billing, and Security Deposit) and **Appendix A** (Airport Master Fee Schedule); and

D. Provide evidence of insurance, in a form satisfactory to the Port, as required under Section 8.7(g) (Insurance Requirement) and **Appendix E** (Ground Transportation, Taxicab, and TNC Insurance).

2. Notification of Changes. During the term of the TNC Permit, TNC Permit Holders must notify the Port immediately in writing of any changes to the materials or information submitted in its TNC Permit application, including (without limitation) names and contact information of the qualified representative to represent and expeditiously act on behalf of the TNC Permit Holder, and any suspension or cancellation of required certificates or permits issued by the Commission and any changes to the TNC Permit Holder's insurance coverage.

3. Term and Renewal. TNC Permits shall be valid upon issuance by the Port and shall expire at the end of the Annual Permit Period for TNCs, unless terminated earlier under these Rules and Regulations. TNC Permits cannot be automatically renewed. TNC Permits shall be renewed according to the renewal procedures established by the Landside Operations Manager.

4. Number of Permits. The Port may, in its sole discretion, decide to limit the number of TNC Permits it issues to ensure that the Airport functions as an essential commerce and tourist center, to protect public safety and convenience, to assure unimpeded traffic flow and adequate Vehicle curb and staging areas at the Airport, and to preserve the quality of TNC Services at the Airport.

5. TNC Driver Compliance with Rules and Regulations. All TNC Permit Holders shall have instructed each of its TNC Drivers regarding the applicable requirements in these Rules and Regulations and any other applicable laws or permit conditions relating to the use of the Airport. All TNC Permit Holders shall use commercially reasonable efforts to ensure that its TNC Drivers review and follow these Rules and Regulations, which may include (without limitation) the following types of activities: providing a copy of these Rules and Regulations to each TNC Driver, incorporating these Rules and Regulations into TNC Driver educational materials, sending an email directly to all TNC Drivers who may provide services at the Airport, and sending secondary email communications to and/or revoking a TNC Driver's privileges to provide TNC Services on TNC Airport Property where such TNC Driver has violated these Rules and Regulations.



c) **Transportation Requirements.** All TNC Permit Holders shall strictly comply with, and shall ensure that all of its TNC Drivers strictly comply with, the following requirements, which are in addition to all other applicable requirements under these Rules and Regulations.

1. **Designated Operating Areas.** TNC Drivers shall perform TNC Services only on the roadways, curbs, and other areas specifically designated by the Assistant Director from time to time.

2. **Geo-Fence.** The TNC Permit Holder shall demonstrate to the Port that the TNC Permit Holder has incorporated a virtual perimeter of the TNC Airport Property (the “Geo-Fence”), as approved by the Port, into the TNC Mobile App to be used to track and report the monthly activity of TNC Drivers at the Airport.

3. **TNC Driver and Vehicle Certification.** (i) every TNC Driver has the necessary and appropriate approvals and licenses from California Department of Motor Vehicles; (ii) the TNC Permit Holder has completed a California Department of Motor Vehicles record check and criminal history check of each TNC Driver, consistent with all CPUC requirements, including (without limitation) CPUC Decision 13-09-045 (September 19, 2013), as amended from time to time (“2013 CPUC Decision”) and applicable state law; (iii) the TNC Permit Holder has completed the 19-point inspection described in the 2013 CPUC Decision for each TNC Vehicle; and (iv) the TNC Permit Holder has confirmed that any TNC Driver whose Airport driving privileges have been revoked pursuant to this Section (“Excluded TNC Driver”) is no longer able to use the TNC Mobile App to provide TNC Services on TNC Airport Property.

4. **TNC Driver Identification.** The TNC Permit Holder shall provide the Airport with a unique identifier for each TNC Driver who operates on TNC Airport Property, which shall be included in the Monthly Reports required in this Section. Nevertheless, the TNC Permit Holder shall provide TNC Driver identification information to the Port upon the Port’s request as it may be necessary for enforcement of these Rules and Regulations. The TNC Permit Holder shall promptly provide TNC Driver identification information to a Law Enforcement Officer upon request.

5. **Excluded TNC Drivers.** Upon notification from the Port, the TNC Permit Holder shall immediately ensure that any Excluded TNC Drivers (i.e., individuals identified by the Port for exclusion from providing TNC Services on TNC Airport Property because of prior violations of these Rules and Regulations) do not have the ability to use the TNC Mobile App to provide TNC Services on TNC Airport Property.

6. **Unique Identifiers and License Plate Numbers.** Prior to providing TNC Services, the TNC Permit Holder (at its sole expense) shall work with assigned Airport personnel to develop a vehicle tracking protocol based on the Port-approved Geo-Fence, which protocol shall identify TNC vehicles for each TNC Trip by a unique number and by the TNC Driver’s license plate number. The TNC Permit Holder shall link the unique number with the TNC Driver in a manner that allows the Port to audit the TNC Permit Holder’s compliance with these Rules and Regulations and with the operating requirements established by the CPUC. The TNC Permit Holder shall include the unique identifier for each TNC Trip in the Monthly Reports required in this Section. Consistent with the auditing provisions in this Section, the Port shall periodically audit the TNC Permit Holder’s records with respect to its operations at the Airport.



7. Trade Dress and Removable Airport Permit Identifier. Any TNC Vehicle on TNC Airport Property shall at all times display Trade Dress and a TNC Placard described in this Section.

A. Trade Dress. The TNC Permit Holder shall provide the Airport with a photograph of the TNC Permit Holder's Trade Dress, along with a description of the Designated Trade Dress Location, which location must be distinguishable by sight from at least 50 feet away and be approved by the Assistant Director before the TNC Permit Holder commences operations at the Airport. While operating on TNC Airport Property, whether or not carrying a passenger, every TNC Vehicle operating under the TNC Permit shall display the TNC Permit Holder's Trade Dress in the Designated Trade Dress Location.

B. TNC Placard. While operating on Airport roadways, whether or not carrying a passenger, every TNC Vehicle operating under the TNC Permit shall display the TNC Placard in the form and manner approved by the Assistant Director. The TNC Permit Holder and its TNC Drivers may operate at the Airport without Placards until such time the Airport approves the Airport Placard template and provides the TNC Permit Holder with a reasonable period to distribute such Placards to its TNC Drivers.

C. Removal. In the event that a TNC Driver is removed from the TNC Permit Holder's internal list of drivers authorized to operate at the Airport under the TNC Permit, the TNC Permit Holder shall immediately remove the TNC Vehicle from the TNC Permit Holder's internal list of authorized vehicles, block that particular TNC Vehicle from using the Airport using the TNC Mobile App, and ensure that the TNC Driver removes the placard from the TNC Vehicle (if any placard is required). The TNC Permit Holder shall include the vehicle information related to any unauthorized TNC Drivers in the Monthly Report described in this Section.

8. No Loitering. All TNC Vehicles not actively loading or unloading passengers shall exit TNC Airport Property as expeditiously as possible. TNC Vehicles may only enter TNC Airport Property if carrying an Airport-bound passenger or if a ride request has been accepted from a customer at the Airport who is ready to be picked up promptly. TNC Vehicles shall not stage, wait, or Park on TNC Airport Property (unless the Airport establishes a staging area for TNC Vehicles). TNC Vehicles shall not loop around terminal roadways or any other Airport roadways while waiting for a pick-up.

9. Advertising and Promotions Prohibited. Neither the TNC Permit Holder nor any TNC Driver shall conduct any advertising or promotional activities on the Airport. Without limiting the generality of the preceding sentence, this prohibition includes: (a) posting any rates or transportation fares; (b) any advertising of cigarette or tobacco products, including electronic cigarettes; (c) vehicle wrapping or other method of using the exterior of a TNC Vehicle to advertise or promote goods or services; and/or (d) any religious, political or solicitation activity prohibited under Article 9. This prohibition shall not apply to the TNC Permit Holder's Trade Dress.

10. Electronic Waybills. TNC Drivers must be prepared to present an electronic waybill at all times while they are on TNC Airport Property to any Law Enforcement

Officer or representative of the Port upon request. The electronic waybill shall include the unique identifier number and license plate number described in this Section 8.3(c), comply with all CPUC Decisions applicable to TNCs and state law requirements, include a photograph of the TNC Driver, include a photograph of the TNC Vehicle (including the vehicle license plate number), and include information regarding the pick-up location of the most recent passenger.

11. TNC Driver Training. The TNC Permit Holder shall be solely responsible for ensuring that its TNC Drivers understand the Airport's approved locations for passenger drop-off and pick-up and that TNC Drivers comply with these Rules and Regulations, all applicable Airport Directives, and directions or instructions from the Landside Operations Manager. Prior to providing TNC Services, the TNC Permit Holder shall attend orientation training at the Airport, in the time and manner determined by the Assistant Director, and shall convey the substance of the training to each TNC Driver before each such driver operates on TNC Airport Property. The TNC Permit Holder shall provide the training materials it uses to train TNC Drivers to the Port upon request. TNC Drivers shall have the TNC Mobile App open and functioning the entire time they are on TNC Airport Property.

12. TNC Notice to TNC Drivers. The TNC Permit Holder shall promptly notify TNC Drivers of any and all current and changed permit conditions and shall promptly notify the Airport, in writing, that it has done so. Further, each time an individual TNC Driver fails to comply with these Rules and Regulations and such failure is discovered by the TNC Permit Holder or brought to the TNC Permit Holder's attention by the Port, the TNC Permit Holder shall promptly notice such TNC Driver, direct TNC Driver to immediately come into compliance, and notify the Airport in writing that it has done so. The Port, in its sole discretion, shall have the authority to revoke the privilege of any particular TNC Driver who has failed to comply with these Rules and Regulations. The TNC Permit Holder shall immediately notify a TNC Driver of any revoked privileges and shall be responsible for preventing that TNC Driver from operating at the Airport.

**d) Prohibited Activities; Violations.**

1. TNC Permit Holder Violations. The following activities are prohibited for the TNC Permit Holder. The occurrence of any of these activities shall constitute a TNC Permit Holder Violation enforceable under the enforcement and remedial actions set forth in Section 8.3(g) and **Appendix K** (Ground Transportation Violation Tables).

A. Failure to timely pay Monthly Permit Fees, or to make any other payment required under these Rules and Regulations, when due to the Port, and such failure continues beyond the date specified in a written notice of such violation from the Assistant Director, which date shall be no earlier than the third day after the effective date of such notice. Notwithstanding the foregoing, in the event there occur two (2) violations in the payment of Monthly Permit Fees or other payment under this Permit, the Permittee shall not be entitled to, and the Port shall have no obligation to give, notice of any further violations in the payment of Monthly Fees or other payment.

B. The TNC Permit Holder becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of

its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

C. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against the TNC Permit Holder and is not dismissed within thirty (30) days after the filing thereof.

D. A Transfer occurs, as prohibited under this Section 8.3.

E. Failure to maintain in full such Deposit at all times while the TNC Permit is in effect, and such failure shall continue for a period of more than three (3) days after delivery by the Assistant Director of written notice of such failure.

F. Failure to obtain and maintain the insurance required under these Rules and Regulations or fails to provide copies of the policies or certificates to Port.

G. Failure to keep, perform and observe any other promise, covenant, and agreement set forth in these Rules and Regulations, and such failure continues for a period of more than three (3) days after delivery by the Assistant Director of a written notice of such failure (the "First Notice"); or if satisfaction of such obligation requires activity over a period of time, if the TNC Permit Holder fails to commence the cure of such failure within three (3) days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within sixty (60) days after the giving of the First Notice or when the TNC Permit terminates, whichever event comes first.

H. Engaging in any criminal activity that is directly or indirectly related to providing TNC Services.

I. A default occurs under any other agreement between the TNC Permit Holder and the Port, if any, and such default is not cured as may be provided in such agreement; provided, however, that nothing herein shall imply that the TNC Permit Holder shall be entitled to additional notice or cure rights with respect to such default other than as may be provided in such other agreement.

J. Failure to timely submit any report required under these Rules and Regulations.

K. Failure to accurately report on the Monthly Report a TNC Trip made by a TNC Driver.

2. TNC Driver Major Violations. The following activities are prohibited for the TNC Drivers and the TNC Permit Holder's employees, independent contractors, or agents. The

occurrence of any of these activities shall constitute a Major Violation enforceable under the enforcement and remedial actions set forth in Section 8.3(g) and **Appendix K** (Ground Transportation Violation Tables).

A. Placing any loads upon the floor, walls, or ceiling that endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within, or adjacent to the Airport Terminal or the roadways.

B. Using or possessing any alcoholic beverage, dangerous drug, or narcotic while on Airport roadways.

C. Failing to operate a TNC Vehicle in a safe manner as required by the California Vehicle Code.

D. Failing to comply with posted speed limits and traffic control signs.

E. Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as defined in the California Vehicle Code and by the California Bureau of Automotive Repair.

F. Engaging in any criminal activity that is directly or indirectly related to providing TNC Services.

G. Impeding or interfering with the operation of the Airport or with the use of the Airport by other Persons.

3. TNC Driver Moderate Violations. The following activities are prohibited for TNC Drivers and the TNC Permit Holder's employees, independent contractors, or agents. The occurrence of any of these activities shall constitute a Moderate Violation enforceable under the enforcement and remedial actions set forth in Section 8.3(g) and **Appendix K** (Ground Transportation Violation Tables).

A. Operation of a TNC Vehicle on Airport roadways by an unauthorized driver.

B. Transporting a TNC passenger in an unauthorized Vehicle.

C. Failing to provide information or providing false information to law enforcement or Airport personnel.

4. TNC Driver Minor Violations. The following activities are prohibited for the TNC Drivers and the TNC Permit Holder's employees, independent contractors, or agents. The occurrence of any of these activities shall constitute a Minor Violation enforceable under the enforcement and remedial actions set forth in Section 8.3(g) and **Appendix K** (Ground Transportation Violation Tables).

A. Loitering on TNC Airport Property, as prohibited in Section 8.3(c)(8).

B. Conducting any advertising or promotional activities on the Airport, as prohibited in Section 8.3(c)(9).

C. Causing or permitting anything to be done on TNC Airport Property, or bring or keep anything thereon, which might (i) increase in any way the rate of fire insurance on the Airport; (ii) create a nuisance; or (iii) in any way obstruct or interfere with the rights of others on the Airport or injure or annoy them.

D. Using, or allowing TNC Airport Property to be used, for any improper, immoral, unlawful, or objectionable purpose.

E. Doing, or permitting to be done, anything in any way injuring, or tending to injure, the reputation of the Port or appearance of the Airport.

F. Violating any other applicable provision of these Rules and Regulations.

G. Turning off or disabling a TNC Mobile App when a TNC Vehicle is on TNC Airport Property.

H. Carrying a passenger on TNC Airport Property for commercial purposes who has not requested the ride through the TNC Mobile App.

I. Picking up or discharging passengers or their baggage at any terminal location other than as directed by the Assistant Director.

J. Leaving a TNC Vehicle unattended.

K. Failing to maintain the interior and exterior of TNC Vehicles in a clean condition.

L. Littering on TNC Airport Property.

M. Operating a TNC Vehicle without the Trade Dress and TNC Placard (if any is required).

N. Soliciting passengers or rides on TNC Airport Property without using the TNC Mobile App.

O. Recirculating anywhere on Airport roadways.

P. Using profane or vulgar language in the presence of any member of the public.

Q. Soliciting for or on behalf of any hotel, motel, club, nightclub, or other business.

R. Soliciting of any activity prohibited by the California Penal Code.

S. Disconnecting any pollution control equipment.

T. Double parking on Airport roadways.

U. Operating a vehicle at any time during which the TNC Permit Holder's CPUC authority has been suspended or revoked.

5. Violations Threatening Airport Safety or Operations. Notwithstanding anything in this Section, the Assistant Director may, in his or her sole discretion, to immediately suspend or revoke the TNC Permit Holder's and/or the TNC Driver's ability to provide TNC Services because such TNC Permit Holder and/or TNC Driver engaged in activities that pose a security risk to the Airport or threaten to substantially interfere with Airport operations.

**e) Reporting; Recordkeeping.**

1. Monthly Report. By no later than fifteen (15) calendar days after the close of each calendar month, the TNC Permit Holder shall submit to the Port its monthly operations report for such calendar month (each, a "Monthly Report"). Each Monthly Report shall be in an electronic format approved by the Port and shall include the following information regarding each TNC Trip made during such month by any TNC Vehicle and by any vehicle operating under a TCP Permit (including vehicles operating by partnering with a Person holding a TCP Permit):

A. The license plate number of each such TNC Vehicle;

B. The applicable TNC Driver identifier described in Section 8.3(c);

C. The time each such TNC Vehicle dropped off or picked up a passenger or passengers within the TNC Airport Property;

D. A complete list of any TNC Trips made by TNC Drivers who are unauthorized to operate at the Airport under these Rules and Regulations, as described in Section 8.3(c)(6);

E. All information related to any driver who uses the TNC Permit Holder's TNC Mobile App to operate at the Airport, including those drivers operating under a TCP Permit or by partnering with a Person holding a TCP Permit. Such information shall include, but not be limited to, TNC Trip information, license plate number of each vehicle, and the name, address, and phone number of the Person holding the applicable TCP Permit that the driver is partnering with or operating under; and

F. The total number of TNC Trips made during such calendar month.

The Monthly Report should clearly distinguish between TNC Trips made by TNC Drivers and by drivers operating under a TCP Permit or by drivers partnering with a Person holding a TCP Permit.

**2. Recordkeeping; Maintenance of Data.**

A. The TNC Permit Holder shall maintain TNC Books and Records. As used in this Section 8.3, "TNC Books and Records" shall mean all books, records (including all accounting records), accounts, and reports relating to its



operations under its TNC Permit and to any other matters covered by these Rules and Regulations, as well as records related to any driver's use of the TNC Mobile App to provide services at the Airport (including operations under a TCP Permit or by partnering with a Person holding a TCP Permit), and internal or third-party information system reviews, audits or specialized testing performed in relating to the TNC Permit Holder's operations under its TNC Permit and to any other matters covered by these Rules and Regulations. The specific reports and format required may be amended from time to time upon express approval of the Port. The State of California or any federal agency having an interest in the subject matter of the TNC Permit shall have the same rights conferred upon the Port by this Section.

B. The TNC Permit Holder shall maintain the TNC Books and Records in a true and accurate manner, in accordance with Generally Accepted Accounting Principles, and in an accessible location and condition. The TNC Permit Holder shall maintain the TNC Books and Records through the end of the calendar year after such TNC Books and Records were created, plus an additional four (4) years after the later of: (i) the date of termination or expiration of the TNC Permit, (ii) the last date of operations at the Airport by the TNC Permit Holder or its TNC Drivers, or (iii) settlement of claims arising from the TNC Permit, in which case the TNC Permit Holder agrees to maintain same until the Port has disposed of all such litigation, appeals, claims, or exceptions related thereto.

3. Port Request for Books and Records Not During an Audit. In addition to the Port's audit and inspection rights set forth in Section 8.3(f), the Port may request at any time, and the TNC Permit Holder shall provide within five (5) business days of the Port's request, any information from the TNC Permit Holder's books and records (including, but not limited to, the TNC Books and Records) related to the Monthly Report or to a specific incident involving a TNC Vehicle or TNC Driver at the Airport.

4. Disclosure of Records. The TNC Books and Records and any records inspected or audited under these Rules and Regulations may be subject to disclosure under the California Public Records Act (Cal. Gov. Code § 6250 et seq.) and/or the Port of Oakland Sunshine Ordinance (collectively "Public Disclosure Authorities"). In the event the Port receives a third party request for the TNC Permit Holder's financial and TNC Trip records, TNC Driver identification information, or TNC Vehicle license plate information under the Public Disclosure Authorities, the Port shall make its best and reasonable efforts to promptly notify the TNC Permit Holder of such request to provide the TNC Permit Holder with the opportunity to seek court intervention concerning the potential disclosure of such information.

**f) Audit and Inspection.**

1. Port's Right to Inspection and Audit. The Port shall have the right to inspect and audit (or cause an inspection and audit) of the TNC Permit Holder's books and records, as described further in this Section 8.3(f), to determine whether the TNC Permit Holder has complied these Rules and Regulations and with the TNC Permit for any period ending no more than four (4) years prior to the date of commencement of such audit.

A. The Port shall have the right to request such an inspection and audit up to two (2) times per year.

B. The Port's rights under these Rules and Regulations to inspect and audit the TNC Permit Holder's books and records shall survive the termination, expiration, cancellation, or suspension of the TNC Permit.

2. Scope of Inspection and Audit. To the fullest extent permitted by law, the Port may inspect, copy, and audit (or cause an inspection, copying, and audit) of the TNC Permit Holder's and related parties' books and records, including, but not limited to:

A. TNC Books and Records (as defined in Section 8.3(e)(2)(A), which definition includes records of all drivers using the TNC Mobile App at the Airport, including operating under a TCP Permit or by partnering with a Person holding a TCP Permit);

B. Computerized accounting systems relating to the TNC Permit Holder's operation;

C. General, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information; and

D. General ledger accounts for TNC Per Trip Fees collected and the details of TNC Trip data by zip code.

3. Compliance with Inspection and Audit. Within thirty (30) days of the Port's audit request, the TNC Permit Holder shall provide to the Port the requested records, or make such records available during the Port's regular business hours for inspection and copying by the Port or its duly authorized representative, provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time that is unduly disruptive of the TNC Permit Holder's business.

A. The Port shall have the option of requiring the TNC Permit Holder to (i) transport the requested records to a location at the primary offices of the Port; or (ii) have representatives of the Port inspect the requested at a location where the TNC Permit Holder maintains the requested records. If any of the requested records are only available at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland, the TNC Permit Holder shall pay the Port for travel, lodging, and subsistence expenses incurred in connection with such inspection, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the requested records are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the TNC Permit Holder for such travel, lodging, and subsistence expenses and the TNC Permit Holder shall pay such bill within two (2) weeks of receiving an invoice from the Port.

B. The TNC Permit Holder shall, if requested, freely lend its own assistance in making such inspection, examination, or audit and, if such records are maintained in electronic and other machine-readable format, shall provide

the Port and/or its representative such assistance as may be required to allow complete access to such records.

C. The Port reserves the right to request access to any and all records and reports from the TNC Permit Holder, at no cost to the Port, deemed necessary by the Port to audit the TNC Permit Holder. Such additional records and reports must be provided as soon as reasonably practicable considering the nature and scope of the request, unless instructed otherwise in writing by the Port.

4. Underpayment to Port. Should any examination, inspection, or audit of the TNC Permit Holder's books and records by the Port and/or information from third-party systems relating to TNC Services (such as data from any Automatic Vehicle Identification systems) disclose an underpayment by the TNC Permit Holder of amounts due under these Rules and Regulations, the TNC Permit Holder shall pay the Port the amount of such underpayment (and any associated delinquency charges) within two (2) weeks of receipt of an invoice from the Port. If such underpayment exceeds three percent (3%) of the amounts due, the TNC Permit Holder shall reimburse the Port for all costs incurred in the conduct of such examination, inspection, or audit within two (2) weeks of receipt of an invoice from the Port. Without limiting the generality of any indemnities under these Rules and Regulations, in the event that the Port deems it necessary to use the service of legal counsel in connection with collecting the reimbursement for such examination, inspection, or audit, then the TNC Permit Holder shall reimburse the Port for reasonable attorneys' fees and litigation expenses as part of the aforementioned costs incurred.

g) **Enforcement and Remedial Actions.**

1. Enforcement and Remedial Actions. As a condition of receiving and maintaining a TNC Permit, all TNC Permit Holders are subject to the enforcement provisions and remedial actions set forth in these Rules and Regulations, including Articles 10 and 11, and **Appendix K** (Ground Transportation Violation Tables), Table 7. The TNC Permit Holder shall be solely responsible for complying with all enforcement and remedial actions under these Rules and Regulations. The Port reserves the right to pursue all available remedies against TNC Drivers themselves for violations.

2. Enforcement Against TNC Drivers. TNC Permit Holders shall take all actions against its TNC Drivers necessary to effectuate enforcement and remedial actions under these Rules and Regulations, including promptly taking all necessary measures to prevent TNC Drivers identified for enforcement from operating at the TNC Airport Property to provide TNC Services.

3. Suspension of Pick-Up Privileges. If the TNC Permit Holder's passenger pick-up privileges are suspended under these Rules and Regulations, the TNC Permit Holder shall take all actions to promptly effect this suspension, including blocking out the TNC Airport Property as an authorized pick-up location from the TNC Mobile App and effectively informing its TNC Drivers and customers of the suspension.

4. Cumulative Rights. The exercise by the Port of any remedy provided in these Rules and Regulations shall be cumulative and shall in no way affect any other remedy available to the Port at law or in equity.

5. Fines. As a condition of receiving and maintaining a TNC Permit, all TNC Permit Holders acknowledge and agree that a violation of the provisions regarding TNC Services will result in the Port incurring damages that are impractical or impossible to determine, and therefore the fines provided herein are a reasonable approximation of such damages. The Port's right to impose fines shall be in addition to and not in lieu of any other rights in these Rules and Regulations, at law, or in equity. The Port shall have no obligation to the TNC Permit Holder to impose fines on or otherwise take action against any other the permit holder or tenant at the Airport.

### **~~8.3 GROUND TRANSPORTATION AND TAXICAB INSURANCE~~**

#### **~~a) Insurance Requirement.~~**

~~Each Airport Permit or Taxicab Permit Holder shall obtain and maintain or cause to be obtained and maintained insurance coverage, insuring against specific and general liabilities as described in this Section 8.3 arising from the operation of Ground Transportation Vehicles and Taxicabs by the Permit Holder or its Drivers and as may be required from time to time by the Commission; provided, however, that as long as the Commission establishes exclusive requirements with respect to insurance for Limousine operators, the requirements established by the Commission for Limousine operators shall supersede the requirements set forth in Sections 8.3(d) below with respect to Permit Holders of Limousine Permits.~~

#### **~~b) Evidence of Insurance.~~**

~~Prior to issuance of an Airport Permit to a Qualified Operator or Taxicab Permit to a Qualified Taxicab Operator (in this section, both a Qualified Operator and Qualified Taxicab Operator are both represented by the term Qualified Operator), the Qualified Operator shall provide evidence of all insurance required by these Rules and Regulations to the Risk Manager either by production of the actual insurance policy(ies), by broker's letter acceptable to the Risk Manager in both form and content in the case of foreign insurance syndicates, by certificates of insurance by the insurance company, or by other written evidence of insurance acceptable to the Risk Manager. At a minimum, all evidence of insurance shall contain the applicable policy numbers, the coverage amount limits, the inclusive dates of policy coverage, the insurance carrier's name, and evidence of other provisions as more fully described in 8.3(e) below. The Port reserves the right to require the Qualified Operator to submit to the Port, upon request, copies of all required insurance policies and all pertinent information about the agent and carrier providing such insurance.~~

#### **~~c) Cancellation/Renewal.~~**

~~At least thirty (30) days prior to the expiration date of any insurance policy, the Permit Holder (Airport Permit or Taxicab Permit) shall file documentation showing that the required insurance coverage has been renewed or extended. If any required policy of insurance is to be canceled or coverage reduced, Permit Holder shall, no less than fifteen (15) days before any termination or reduction of coverage (ten (10) days in the event of cancellation due to non-payment of premium), file with the Risk Manager evidence that the required insurance has been reinstated or provided through another insurance company.~~

d) ~~Minimum Scope of Insurance.~~

~~The insurance limits specified herein may be reviewed for adequacy annually by the Risk Manager who may thereafter require Permit Holders upon renewal of an Airport Permit or Airport Taxi Permit to adjust the amounts, types of coverage and insurance form(s) to what the Risk Manager in his/her sole discretion deems adequate.~~

~~(a) Automobile Liability. Each Permit Holder shall maintain or cause to be maintained automobile liability insurance with policy limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage, unless the CPUC has mandated a different amount; provided that, such automobile liability limit shall be \$1,500,000 per accident for shuttles and buses with a seating capacity of 8 to 15 passengers and \$5,000,000 per accident for shuttles and buses with a seating capacity of 16 or more passengers.~~

~~2. Commercial General Liability. Permit Holders operating shuttles and buses with seating capacity greater than 8 seats shall maintain or cause to be maintained commercial general liability insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and general aggregate for bodily injury and property damage~~

~~3. Workers' Compensation and Employers' Liability. Each Permit Holder shall maintain or cause to be maintained workers' compensation insurance as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per accident/policy limit by disease.~~

e) ~~Other Insurance Provisions.~~

~~1. Additional Insured. Each commercial general liability and automobile liability insurance policy shall include the following as additional insureds: City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "the Port", its commissioners, agents, contractors, employees and officers.~~

~~2. Waiver of Subrogation. Each Permit Holder shall waive all rights subrogation (right of recovery) and shall cause its commercial general liability (where applicable), automobile liability and workers' compensation and employers' liability insurance policy to also waive subrogation rights in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "the Port", its commissioners, agents, contractors, employees and officers.~~

~~3. Primary Insurance. The required insurance coverage shall be primary insurance as respects Port, its agents, contractors, employees and officers. Any insurance or self-insurance maintained by Port, its agents, contractors, employees and officers, shall be excess of Permit Holder's insurance and shall not be called upon to contribute to a loss.~~

~~4. Severability of Interest. The required insurance shall state that it shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability. All such policies shall include or be endorsed with a severability of interest or cross liability endorsement in a form acceptable to the Risk Manager.~~

~~5. Acceptability of Insurers. Insurance shall be placed with insurers that are licensed or authorized to do business in the State of California and are otherwise acceptable to the Risk Manager in his or her sole discretion.~~

~~f) Correspondence Regarding Coverage.~~

~~All evidence of insurance required in this Section 8.3 or “Appendix A” attached to these Rules and Regulations, as may be amended over time, and other correspondence relating to insurance matters, other than those submitted with an application for an Airport Permit, shall be mailed to the Port of Oakland/Oakland International Airport, Attn: Risk Transfer Office, One Airport Drive, Box 45 Oakland, CA 94621, or to such other place as the Risk Manager may designate in writing from time to time.~~

~~g) Lapse of Insurance.~~

~~Upon failure of the Permit Holder to file proper evidence of insurance or upon the lapse of any policy, the Landside Operations Manager may immediately suspend the Airport Permit or Airport Taxi Permit until the Permit Holder has filed proper evidence that the required insurance is in effect pursuant to Articles 10 and 11 of these Rules and Regulations.~~

~~h) Indemnity.~~

~~Each Permit Holder by accepting an Airport Permit hereby agrees to indemnify, protect, defend and hold harmless the City and the Port and their respective elected or appointed officials, agents, boards, commissions, employees, representatives and invitees, from and against all liabilities, actions, losses, suits, demands, judgments, fines, damages, expenses, costs or claims, of any character or nature (including all costs for investigation and defense thereof including, without limitation, court costs, paralegal and expert fees and attorneys’ fees and amounts attributable to Port Attorney time), arising out of or in connection with any breach or alleged breach by Permit Holder of its obligations under these Rules and Regulations, or any other act or omission of the Permit Holder, its directors, officers, agents, employees, invitees or Drivers which results in personal injury or property damage, unless such personal injury or property damage was solely caused by the gross negligence or willful misconduct of the City or the Port. In carrying out its obligations hereunder, the Permit Holder shall use legal counsel acceptable to the Port. The provisions of this Section shall survive the expiration or termination of any Airport Permit or Airport Taxi Permit.~~

## **8.4 GENERAL PROVISIONS GOVERNING GROUND TRANSPORTATION OPERATIONS AND TAXICABS**

**a) Authorization to Operate Ground Transportation Vehicles.**

Upon issuance of an Airport Permit and only while such Airport Permit is in force, the Permit Holder’s Drivers identified in the roster of Drivers on file with the Landside Operations Manager may operate the Ground Transportation Vehicles identified in the Airport Permit on the Working Days applicable to that Ground Transportation Vehicle for which the Airport Permit was issued in providing Ground Transportation Services at the Airport, but only in accordance with ~~all of the provisions of~~ these Rules and Regulations.



b) **Authorization to Operate Taxicabs.**

1. Taxicab Permit Holder. Upon issuance of an Airport Taxi Permit and only while such Airport Taxi Permit is in force and in the possession of the Taxicab Driver operating at the Airport, the Taxicab Permit Holder's drivers identified in the application for Airport Taxi Permit ("Permitted Drivers") may operate, park and pick up passengers within the Airport on the Working Days applicable to the Taxicab for which the Airport Taxi Permit was issued or a Taxicab substituted pursuant to Section 8.2(e) ~~above~~ or Section 8.4(a) ~~below~~ only in accordance with ~~provisions of~~ these Rules and Regulations. A Taxicab for which an Airport Taxi Permit is issued is authorized to park in the Holding Lot, be dispatched by the Starter to the Starter Booth or the North Field, and be assigned passengers by the Starter and transport passengers from the Airport, as indicated in Table 8.4.1. Notwithstanding the foregoing, during periods of unusual passenger demand where the Landside Operations Manager determines that there are insufficient Taxicabs permitted to operate at the Airport to satisfy the demand for Taxicab ~~s~~Services at the Airport for any particular period, the Landside Operations Manager, in his or her sole discretion, may waive the requirements of this Section 8.4(b) and permit any Registered Taxicab Driver to operate, park and pick up passengers within the Airport for the duration of the period of such unusual demand.

2. Registered Taxicab Driver. As indicated in Table 8.4.1 below, Registered Taxicab Drivers may pick up passengers at the Airport only under the following conditions:

(i) The pick up is pre-arranged with the passenger(s); and

(ii) The Registered Taxicab Driver is in possession of a passenger waybill containing the passenger's name, the number of passengers in the party, the location of the pick up, and the scheduled time of pick up. Each Registered Taxicab Driver shall provide to a representative of the Port, upon request, the passenger waybill to establish that the customer is a reservation pick up.

3. Unregistered Taxicab Drivers. As indicated in Table 8.4.1 below, Unregistered Taxicab Drivers are not authorized to pick up passengers or otherwise provide Taxicab ~~S~~services from the Airport.

The Landside Operations Manager shall establish a rotational schedule that designates Working Days for the Taxicabs holding an Airport Taxi Permit, except as otherwise provided in this Section 8.4(b). The Working Day requirement may be modified temporarily by an Airport Directive at the discretion of the Director and the Board may modify the foregoing requirement permanently by duly adopted ~~o~~Ordinance.

c) **Compliance With Laws, Rules and Regulations.**

The Permit Holder and each Driver operating at the Airport shall faithfully observe and comply with these ~~se~~ Rules and Regulations, including without limitation these Rules and Regulations, any applicable City ordinance, including the City Taxi Ordinance, and all other rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by the City, the Port or the Commission with respect to providing Ground Transportation Services, operating Ground Transportation Vehicles, or the operation of a Taxicab on Airport property. The Permit Holder and each Driver shall observe any and all orders, directives or conditions issued, given or imposed by the

Landside Operations Manager, the Assistant Director or the Director with respect to the use of roadways, driveways, curbs, sidewalks, parking areas, Holding Lots, the Starter Booth, and the Terminal Complex in the Airport. The Permit Holder and each Driver shall also obey all traffic directions given by Airport personnel during times of construction.

**d) Federal, State and Local Laws.**

The Permit Holder and each Driver shall observe all applicable laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, (whether federal, state, or local), including ~~(without limitation, as applicable, and as may be amended):~~ the California Vehicle Code, Title 13 of the California ~~Administrative Code~~ of Regulations, and Chapter 10.56 of the City Municipal Code – (“Airport Ground Traffic Regulations”), and the City’s requirements for holding Fleet Management Permits and Operating Permits (as such terms are defined in the City Municipal Code), ~~as appropriate, in addition to these Rules and Regulations.~~

**e) Controlled Substance and Alcohol Testing for Ground Transportation Only.**

The Ground Transportation Permit Holder shall perform controlled substance and alcohol testing on its Drivers, including pre-employment, random post-employment, post-accident, reasonable suspicion, and return to duty testing, to the extent permitted by applicable federal, state and local law. Since driving a Ground Transportation Vehicle is a safety-sensitive position, Permit Holder will promptly remove any employee who fails any such test from its roster of Drivers maintained pursuant to Section 8.1(q) ~~above~~ at least until the employee successfully completes a substance abuse program approved by the Port.

**f) Criminal Background Checks for Ground Transportation Only.**

To the extent permitted by applicable federal, state and local law, Ground Transportation Permit Holder shall screen all applicants for employment as Drivers for criminal convictions that occurred less than seven (7) years from Permit Holder’s request for criminal background information on such applicant. Ground Transportation Permit Holder shall not employ or continue to employ anyone as a Driver who has been convicted within the last seven (7) years of assault, battery, robbery or other violent crime. Upon request by the Landside Operations Manager, each Permit Holder shall provide proof of such background check for each Driver employed by such Permit Holder.

**g) Fares.**

Permit Holders and their Drivers shall charge passengers fares at rates not greater than those fares permitted by the Commission for Ground Transportation Services and not greater than those fares established by City Taxi Ordinance for Taxicab Permit Holders and their Taxicab Drivers. Drivers shall, upon demand by any passenger, furnish to such passenger a Receipt. Each Permit Holder shall furnish a copy of the Receipt form to the Port upon request. All Drivers shall accept all major credit cards as payment for fares.

**h) Transportation of Passengers.**

Drivers shall be responsible for the transportation of passengers to and from and on the Airport with utmost consideration of the safety, comfort, and convenience of passengers and their luggage. Drivers shall not require any passenger to exit a Ground Transportation Vehicle or Taxicab prior to

arrival at their destination, exit the Ground Transportation Vehicle or Taxicab while passengers are in the Ground Transportation Vehicle or Taxicab, fuel Vehicles while carrying passengers, or take passengers to ATMs to avoid accepting credit cards. Drivers shall take customers in a direct route to their destination.

i) **Solicitation.**

1. Permit Holders, Drivers and affiliates of Permit Holders are prohibited from soliciting or attempting to solicit passengers on Airport property. For purposes hereof, except as provided in Section 8.34(i)(2) below and notwithstanding the other provisions of these Rules and Regulations regarding Soliciting, the following acts constitute “soliciting”:

(i) initiating or engaging in a conversation regarding Ground Transportation Services or Taxicab ~~S~~services with any Person on Airport property for the purpose of seeking passengers or customers for a Driver or the business of a Permit Holder; or

(ii) employing, inducing, arranging for or allowing any Person to initiate or engage in a conversation regarding Ground Transportation Services or Taxicab ~~S~~services with any other Person on Airport property for the purpose of seeking passengers or customers for a Driver or the business of a Permit Holder; or

(iii) engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger to alter his or her previously chosen Ground Transportation Vehicle or Taxicab or specific Permit Holder or Driver; or

(iv) delivering literature on Airport property discussing or describing Ground Transportation, Ground Transportation Services or Taxicab ~~S~~services to any Person; or

(v) offering Ground Transportation, Ground Transportation Services or Taxicab ~~S~~services while on Airport property to any Person in violation of any provision of these Rules and Regulations.

2. The following actions do not constitute soliciting:

(i) actions by a Starter that would otherwise be considered soliciting so long as such actions occur while the Starter is in the immediate vicinity of the Designated South Field Area and working as a Starter for Ground Transportation and the Starter Booth and working as a Starter for Taxicabs; or

(ii) actions by a Driver in transporting any Person from Airport property in a Ground Transportation Vehicle or Taxicab if the Person is loaded into the Ground Transportation Vehicle or Taxicab in accordance with these Rules and Regulations; or

(iii) actions by employees of any airline in arranging for transportation for any passenger of such airline; or

(iv) actions by Port employees in arranging Ground Transportation for any passenger.

j) **Loading/Unloading of Passengers.**

No Ground Transportation Driver may pick up or discharge passengers or their luggage at any location other than the Designated South Field Area for the applicable category of Ground Transportation Vehicle operated by that Driver; provided that holders of a Limousine Permit may pick up or discharge passengers or their luggage in the North Field. No Taxicab Driver may pick up or discharge passengers or their luggage at any location other than those designated by the Landside Operations Manager for such purpose.

1. Holders of Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits. Drivers operating Ground Transportation Vehicles permitted by Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and/or Limousine Permits shall:

(i) load and unload passengers only in areas designated by the Landside Operations Manager in the Designated South Field Area; provided that holders of a Limousine Permit may pick up or discharge passengers or their luggage in the North Field;

(ii) pick up passengers only by prior appointment or pre-arrangement with that passenger; and

(iii) possess a legible waybill at all times indicating the Driver's name, the name and phone number of the Door-to-Door Reservation Shuttle, Scheduled or Charter Operator or Limousine Permit Holder, the TCP certificate number and the numbers and names of the passengers to be met, the airline name, the flight number and scheduled arrival time of the passengers to be picked up.

2. Holders of Door-to-Door On-Demand Shuttle Permits. Drivers operating a Ground Transportation Vehicle permitted by Door-to-Door On-Demand Shuttle Permits shall:

(i) load and unload passengers only in areas designated by the Landside Operations Manager in the Designated South Field Area or as directed by Starters;

(ii) not remain on Airport property for any continuous period of more than thirty (30) minutes and must depart the Airport within ten (10) minutes after the first passenger has boarded that Ground Transportation Vehicle; and

(iii) if no designated unloading/loading spots in the Designated South Field Area are available, either exit the Airport property or

wait in the Holding Lot unless and until directed by a Starter to move to a designated unloading/loading spot.

3. Holders of Courtesy Vehicle Permits.

(i) Except as otherwise provided in subsection (ii) below, Drivers of Ground Transportation Vehicles permitted by Courtesy Vehicle Permits shall load and unload only in areas designated by the Landside Operations Manager in the Designated South Field Area.

(ii) Holders of Rental Car Courtesy Vehicle Permits shall load and unload only at the ~~Common Bus Stops, which shall be the only~~ Designated North Field Area ~~for such Courtesy Vehicles~~; the holder of any Rental Car Courtesy Vehicle Permit shall have no right to drop off or pick up passengers of an Off-Airport Rental Car Company at the Terminal Complex or at any other location in the Designated South Field Area; all of such passengers shall be required to be transported between the Rental Car Facility and the Terminal Complex, and between the Terminal Complex and the Rental Car Facility, by the Common Use Busing System.

(iii) A holder of a Courtesy Vehicle Permit must operate its Ground Transportation Vehicles so as to maintain an average headway time between its Vehicles at headways as may be determined by the Landside Operations Manager. Any planned decrease in such headway times must receive the prior written approval of the Landside Operations Manager

4. Taxicabs.

(i) General: A Taxicab Permit Holder and Permitted Drivers must operate Taxicabs in compliance with all provisions of the general regulations applicable to Ground Transportation Vehicles outlined herein as well as any restrictions/specifications particularly applicable outlined herein, including, without limitation, all of Sections 8.2, ~~8.3~~, 8.4, 8.5, 8.6 and 8.7, and Appendix E (Ground Transportation, Taxicab, and TNC Insurance).

(ii) Table 8.4.1 outlines the specific privileges and restrictions associated with each Taxicab Driver classification established in these Rules and Regulations: Taxicab Permit Holders/Permitted Drivers, Registered Taxicab Drivers, Unregistered Taxicab Drivers, and Suspended Drivers. As identified in Table 8.4.1, Taxicab Permit Holders/Permitted Drivers may pick up passengers for transportation on-demand or by reservation on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access.

**Table 8.4.1: Scope of Taxicab Operations at the Airport**

TAXICAB STATUS	May do the Following:	May not do the Following:
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<b>TAXICAB STATUS</b>	<b>May do the Following:</b>	<b>May not do the Following:</b>
<b>1. Taxicab Permit Holder/Permitted Drivers</b>	<ul style="list-style-type: none"> <li>• Pick up passengers for transportation on-demand or by reservation on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access</li> <li>• Utilize the Holding Lot</li> </ul>	
<b>2. Registered Taxicab Drivers</b>	<ul style="list-style-type: none"> <li>• Pick up passengers for transportation by pre-arranged reservation on Airport property (established by a waybill as described in Section 8.4(b)(2)(ii)) except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access</li> </ul>	<ul style="list-style-type: none"> <li>• Pick up passengers on-demand anywhere on Airport property</li> <li>• Utilize the Holding Lot</li> </ul>
<b>3. Unregistered Taxicab Drivers</b>	<ul style="list-style-type: none"> <li>• Drop-off passengers on Airport property except in areas off-limits to Taxicab Drivers generally, including but not limited to areas restricted or secured from public access</li> </ul>	<ul style="list-style-type: none"> <li>• Pick up passengers for transportation on-demand or by reservation anywhere on Airport property</li> <li>• Utilize the Holding Lot</li> </ul>
<b>4. Suspended Drivers</b>	<ul style="list-style-type: none"> <li>• [No Commercial Vehicle activities permitted]</li> </ul>	<ul style="list-style-type: none"> <li>• Pick up or drop off passengers for transportation on-demand or by reservation anywhere on Airport property</li> <li>• Utilize the Holding Lot</li> </ul>

5. Suspended Drivers. Any Taxicab Permit Holder/Permitted Driver or Registered Taxicab Driver who has been suspended under these Rules and Regulations shall be prohibited from operating a Commercial Vehicle at the Airport and may not pick up or drop off passengers for transportation on-demand or by reservation anywhere on the Airport and may not utilize the Holding Lot during the period of the suspension.

6. Taxicab Pick Up. All passenger pick ups (whether by reservation, on-demand, or otherwise) by Taxicabs at the Terminal Complex shall be made only at the Designated



Taxicab Pick Up Area, with the exception of disability allowances made pursuant to Section 8.4(j)(7) ~~below~~.

7. ~~Inner-First~~ Curb Loading and Unloading. With the permission of a traffic control officer, Ground Transportation Vehicles may load or unload at the Terminal Complex ~~inner-first~~ curb only when loading or unloading disabled ~~or frail~~ passengers (including disabled persons and disabled veterans as defined in the California Vehicle Code).

At the Landside Operations Manager's discretion, programs may be created that enhance the operational efficiency of the operation of Ground Transportation Vehicles or the Airport or to improve safety, which may include the following programs: (a) a short fare program that allows Drivers to enter the fare pick up line (as designated by the Landside Operations Manager) at the curb at a quicker pace than the regular process; (b) establishing incentives such as allowing Alternative Fuel Vehicles the ability to work up to seven days a week; (c) establishing workshifts for Permit Holders by changing the Working Days for Airport Permits; (d) establishing odd and even workshifts by changing the Working Days for Airport Permits; (e) establishing alternate workshift schedules by changing the Working Days for Airport Permits; or (f) establishing rotating workshift schedules by changing the Working Days for Airport Permits.

The ~~above~~ procedures listed in Section 8.4(j) may be modified at the discretion of the Landside Operations Manager based upon operational needs or safety. In order to modify such procedures, the Landside Operations Manager shall post at the Holding Lot, not less than three (3) days in advance of any change to such procedures, a written notice of the revised Working Days that will be assigned to each Airport Permit.

k) **Unattended Vehicles.**

No Driver may leave a Ground Transportation Vehicle or Taxicab unattended anywhere on Airport property for any reason, unless there are no passengers in that Ground Transportation Vehicle or Taxicab and the Driver has been authorized to leave such Ground Transportation Vehicle or Taxicab by the Starter or the Landside Operations Manager. Notwithstanding the above, Drivers of Ground Transportation Vehicles permitted under Door-to-Door Reservation Shuttle, Scheduled or Charter Operator and Limousine Permits may perform meet and greets ("Meet and Greets") according to the limitations below:

1. Baggage Claim Area Time Limits. Except as otherwise prohibited by subsections (2)-(5) below, a Driver may enter a baggage claim area within the Terminal Complex (the "Baggage Claim") not more than fifteen minutes for domestic flights and five minutes for international flights prior to the arrival time of the flight the Driver is there to meet and may remain in Baggage Claim not more than thirty minutes for domestic flights and one hour for international flights after the flight's actual arrival time. Flight arrival times shall be determined utilizing the Port's flight monitors posted throughout the Terminal Complex.

2. Baggage Claim Meet and Greet Area. Drivers performing Meet and Greets in the Baggage Claim shall stand only in the areas in the Baggage Claim designated by the Airport for Meet and Greets (the "Meet and Greet Areas") while waiting to meet their passengers. If a Driver believes that he or she missed the passenger or group he or she was meeting, such Driver may continue to wait in the Meet and Greet Areas, may contact a Ground Transportation Agent for guidance, or may use public telephones in any area of the Terminal Complex other than Baggage

Claim to contact the passenger or group being met or the Permit Holder. No Driver performing a Meet and Greet may meet his or her passenger at or around any Baggage Claim carousel.

3. Persons in Baggage Claim and Outside Meet and Greet Areas. No Driver may be in Baggage Claim and outside the Meet and Greet Areas unless he or she:

- (i) is assisting his or her pre-arranged passenger with luggage;
- (ii) is en route to or from the Meet and Greet Areas;
- (iii) is en route to or from the Baggage Claim exits; or
- (iv) is performing a Meet and Greet for a passenger who is in a wheelchair or is otherwise disabled.

In addition to issuing an NOV pursuant to Article 11~~below~~, Port personnel may escort any Driver who violates this Section to the Meet and Greet Areas or out of the Airport depending on the individual's apparent destination or may direct such Driver to the appropriate destination.

4. Personal or Other Business in Baggage Claim. No Driver may enter Baggage Claim on personal business or any other business unrelated to the provision of Meet and Greet services except when such Driver is working for an airline as a Port authorized skycap, and is in Baggage Claim for the express purpose of collecting baggage from an airline client, or is himself or herself traveling on a flight that arrived at the Airport within one (1) hour of the time the Driver is present in Baggage Claim. A Driver may meet friends and relatives arriving at the Airport in Baggage Claim if the Driver conducts himself or herself as if he or she were performing a Meet and Greet in accordance with all of the requirements of this Section 8.4(k).

5. Sign Requirements. Drivers performing Meet and Greets shall, at all times while performing a Meet and Greet, carry a sign for the purpose of locating the passenger or group the Driver is meeting.

- (i) The Meet and Greet sign shall:
  - (a) be at least 8" x 10" in size but not larger than 15" x 15" in size if the sign is hand written or lettered;
  - (b) be at least 4" x 8" in size but not larger than 15" x 15" in size if the sign is not hand written or lettered (i.e. professional signs); and
  - (c) contain the name or logo of the individual, group or company being met.
- (ii) If a Meet and Greet sign contains the name of a group, the Driver must carry and be able to provide either the name and flight information for each passenger in the group (i.e. a passenger manifest) or a copy of a contractual agreement for provision of the Meet and Greet service.

6. Provision of Meet and Greet Information. A Driver performing a Meet and Greet must provide upon request of any Port personnel, the name of the Permit Holder for whom

the Driver is operating, together with either verifiable individual passenger airline, flight number, flight arrival time and passenger name information or a copy of a contractual agreement for the provision of Meet and Greet Services in the case of a group. A Driver's refusal to respond when asked if he or she has a Meet and Greet shall be deemed an admission that the Driver has a Meet and Greet and shall constitute a failure to provide the required information.

l) **Vehicle Identification; Transponder for Ground Transportation Only.**

Each Ground Transportation Permit Holder shall at all times comply with the following procedures for the purpose of identifying and tracking the Ground Transportation Permit Holder's Vehicles:

1. Upon issuance of an Airport Permit, Port will issue a decal and Transponder for each Ground Transportation Vehicle permitted under the Airport Permit. The Port shall affix such decal on each Ground Transportation Vehicle at a visible location. Decals and Transponders are non-transferable and shall be promptly removed and returned to the Port upon termination, expiration or cancellation of the Airport Permit under which the decal or Transponder is issued.

2. The Landside Operations Manager may request each Ground Transportation to have a Transponder. In such case, a Transponder shall be installed by the Port on each Ground Transportation Vehicle. Permit Holders may contact the Ground Transportation Unit at the Airport to make installation appointments. Transponders are non-transferable to another Vehicle except to a replacement Vehicle pursuant to Sections 8.1(p).

m) **No Littering.**

Littering on Airport property is prohibited.

n) **No Repairs, Maintenance or Washing.**

No Permit Holder or Driver shall, while on Airport property, perform or attempt to perform any repair or maintenance on any Ground Transportation Vehicle or Taxicab, change or attempt to change its oil, battery or spark plugs, top off its coolant, or wash any Ground Transportation Vehicle or Taxicab.

o) **False/Misleading Information.**

No Permit Holder or Driver may provide false or misleading information regarding Ground Transportation Services or Taxicab ~~S~~services to any Person. False information includes any attempt to obtain payment in excess of that authorized by law.

p) **Vehicle Identification for Taxicabs.**

The Taxicab Driver of each Taxicab shall at all times show in plain view in the Taxicab a valid Airport Taxi Permit or a decal issued by the Landside Operations Manager evidencing such permit, a valid Taxicab Driver Permit, and a valid Taxi Medallion or evidence of the existence of a valid Taxi Medallion.

q) **Alcohol/Drugs.**

The use or possession of any alcoholic beverage or of any unlawful drugs or narcotics by a Driver while on the Airport is prohibited.

r) **Improper Conduct.**

No Driver or any employee of any Permit Holder may engage in any improper conduct while on Airport property, which may include but is not limited to:

1. **Minor Improper Conduct.**

- (i) Parking a Vehicle along any Airport roadway in a manner that obstructs the roadway;
- (ii) Use of profane or vulgar language;
- (iii) Gambling or participating in other games of chance where money is involved at the Airport;
- (iv) Failing to respond to a request for information from a Ground Transportation Agent in connection with a Ground Transportation Services-related incident; and
- (v) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

2. **Moderate Improper Conduct.**

- (i) Arguing with a Ground Transportation Agent at the Airport, in particular, at the Designated Taxicab Pick ~~u~~Up Area or at the Holding Lot;
- (ii) Failing or refusing to follow the direction of, or to cooperate with a Ground Transportation Agent at the Designated Taxicab Pick ~~u~~Up Area, Holding Lot or anywhere on Airport property;
- (iii) Defecating or urinating in public;
- (iv) Generalized verbal threats of violence against any person, including but not limited to Airport personnel, law enforcement, or Airport customers; and
- (v) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

3. **Major Improper Conduct.**

- (i) Engaging in an act of physical violence, assault or battery upon any person;
- (ii) Specific verbal threats of imminent violence against any person, including but not limited, to Airport personnel, law enforcement, or Airport customers;

- (iii) Acts of violence against another Person;
- (iv) Reckless or intentional destruction of property at the Airport;
- (v) Commission of a felony or a misdemeanor at the Airport;
- (vi) Possession of a firearm or other ~~W~~weapon at the Airport without the prior written approval of the Assistant Director;<sup>3.5</sup>
- (vii) Acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport; and
- (viii) Any other action or condition that is substantially similar to and the same severity as the conduct enumerated herein.

s) **Refusal to Convey Fares.**

No Driver may refuse any reasonable request for service at any time while operating a Ground Transportation Vehicle or Taxicab at the Airport. This prohibition extends to and prohibits refusal of any fare on the basis that the passenger is traveling to a short-haul destination. For Taxicabs, all fare assignments shall be made by the Starter or the Landside Operations Manager. The following may be considered a refusal to convey a fare:

1. **Moderate Refusal to Convey Fare.**

- (i) A Driver failing to transport a customer due to an inoperative Global Positioning System (GPS) system or on the basis of an inability to locate the passenger's destination; or not having a street map as required by the City Ordinance as a back up for an inoperative GPS;
- (ii) Encouraging a passenger to take another method of transportation before or after the passenger enters their Vehicle;
- (iii) Delaying the departure from the curb after a customer enters the Vehicle; and
- (iv) Other similar unreasonable conduct or actions by a Driver that functionally prevents a passenger from safely, efficiently, and smoothly departing from the Airport and reaching his or her destination.

2. **Major Refusal to Convey Fares**

- (i) Driver refuses to convey a short fare or any other fare by leaving the Designated Taxicab Pick Up Area and returning to work later on the same day.

t) **Non-Fare Paying Passengers for Taxicabs.**

Taxicab Drivers shall not allow a non-fare paying passenger to ride in the Taxicab; however, Airport staff may, on occasion, ride at no charge in the Taxicab for purpose of inspections and/or training.

u) **Scripts for Seniors.**

No Taxicab Driver may refuse any fare on the basis that the passenger has a “Senior Script” issued by the City or by Alameda County, California. No Taxicab Driver or Driver of a Vehicle holding a Door-to-Door On-Demand Shuttle Permit may take any action to dissuade any such passenger from riding in the Taxicab or Driver’s Ground Transportation Vehicle. Senior Scripts shall be honored by all Permit Holders serving the Airport.

v) **Taxicab Driver Permit.**

Each Taxicab Driver shall at all times prominently display his or her Taxicab Driver Permit in the Taxicab he or she is driving and in full view of the passengers.

w) **Unauthorized Use of Tenant Facilities.**

No Driver may use facilities of any Airport tenant without authorization from the tenant or the Landside Operations Manager. The Port may, but shall have no obligation to, make available as a courtesy to Drivers facilities at the Holding Lot for the use of Drivers, which may include restrooms, a lounge area and other amenities. Any use of such facilities by Drivers shall be in strict compliance with all rules, regulations and directives issued by the Port and with any directions, oral or in writing, from the Assistant Director, the Landside Operations Manager or any Ground Transportation Agent. Use of such facilities by Drivers shall be a privilege and any Driver’s use of such facilities may be terminated at any time, and such facilities may be temporarily and permanently closed at any time, with or without notice.

x) **Violations by Off-Airport Rental Car Companies or by Off-Airport Parking OperationsOperators.**

If the Port gives written notice to the holder of a Rental Car or Parking Courtesy Vehicle Permit that an Off-Airport Rental Car Company or an Off-Airport Parking Operator is delinquent in any payments owed to the Port under these Rules and Regulations, or has otherwise violated its obligations under these Rules and Regulations, then the holder of such Courtesy Vehicle Permit shall immediately cease serving all Customer Facilities operated by such Off-Airport Rental Car Company or facilities of such Off-Airport Parking Operator, and such Permit Holder shall not resume such service until the Port has advised such Permit Holder in writing that such Off-Airport Rental Car Company or Off-Airport Parking Operator has paid all delinquent payments to the Port and is no longer in violation of these Rules and Regulations.

## **8.5 GROUND TRANSPORTATION AND TAXICAB VEHICLE REQUIREMENTS**

a) **Ground Transportation Vehicle Specification.**

All Ground Transportation Vehicles operating under these Rules and Regulations shall comply with the following specifications:

1. Color Scheme. All Ground Transportation Vehicles with the same type of Airport Permit issued to a Permit Holder shall have a common color scheme and marking approved by Port in writing so as to be readily identifiable as belonging to the Permit Holder. No changes may be made to such color scheme or marking without the prior written consent of the Landside Operations



Manager. The use of color schemes or markings similar to or the same as those of other Vehicles owned by another Qualified Operator or the Port is not permitted.

2. Air Conditioning and Heating. Each Ground Transportation Vehicle shall have a properly installed and maintained air conditioner and heating system to provide sufficient passenger comfort at all times. Cooling shall be operated at all times when temperatures reach or exceed 75 degrees or at any time upon passenger request. Heaters shall be operated upon passenger request.

3. Fare Display. Each Ground Transportation Vehicle permitted under a Door-to-Door On-Demand Shuttle Permit shall prominently display its fare schedule. Courtesy Vehicles shall not display fares or advertise fares on the outside of their Vehicles, including “Free Parking Advertisement”.

4. Advertising. No advertising shall be permitted on the exterior of any Ground Transportation Vehicle.

**b) Taxicab Vehicle Specification.**

All Taxicabs operating under these Rules and Regulations shall comply with the following specifications:

1. Taximeter. Each Taxicab shall be equipped with a Taximeter (as defined in the City Taxi Ordinance) in a position that is visible to all passengers.

2. Access. Each Taxicab shall have a minimum of four (4) doors for ingress and egress.

3. Air Conditioning. Each Taxicab shall have a properly installed and maintained air conditioner system to provide sufficient passenger comfort at all times. Cooling shall be operated at all times when temperatures reach or exceed 75 degrees or at any time upon passenger request. Heaters shall be operated upon passenger request.

4. Sign. Each Taxicab shall have a permanently installed illuminated sign mounted on the roof of the Taxicab displaying the word “TAXI” or “CAB” in accordance with specifications promulgated by the City.

5. Fare Display. First mile and each additional mile fare and the traffic delay charge, if any, shall be permanently displayed on the exterior and in the interior of the Taxicab in accordance with City regulations. No other fare may be displayed on or in the Taxicab.

6. Transponder. The Landside Operations Manager may require each Taxicab to have a Transponder. In such case, the Port shall install a Transponder on each Taxicab with an Airport Taxi Permit, and the Taxicab Permit Holder shall pay to the Port a Taxi Transponder Fee in the amount set forth in Appendix A (Airport Master Fee Schedule)~~the sum of fifty dollars (\$50.00) or such other fee~~ for the provision and installation of a Transponder ~~as may be established from time to time by the Board pursuant to a duly adopted ordinance~~. If that Transponder is lost or damaged, the Port’s obligation to install an additional Transponder is subject to the terms and conditions described in Section 8.7(c)~~-below~~.

c) **Vehicle Condition and Appearance.**

The exterior of each Ground Transportation Vehicle and Taxicab shall be maintained in a damage-free and clean condition. The interior of each Ground Transportation Vehicle and Taxicab shall be maintained in a damage-free and clean condition, free from litter, foreign matter and offensive odors. Each Ground Transportation Vehicle and Taxicab shall be mechanically and structurally sound and maintained to provide for the safety of the public in accordance with City ordinances, state laws and these Rules and Regulations, including the City Taxi Ordinance for Taxicabs. Ground Transportation Vehicles or Taxicabs with damage, including tires that fail to comply with California Highway Patrol tread requirements, or any non-working parts, shall not pick up passengers at the Airport and may be barred from the Airport until repaired.

d) **Vehicle Inspection.**

The Landside Operations Manager shall have the right (but not the obligation) to inspect any Ground Transportation Vehicle or Taxicab at any time to determine if they comply with the requirements contained in these Rules and Regulations. A Permit Holder must correct any deficiency noted in the Vehicle inspection checklist issued by the Landside Operations Manager by the date specified in the checklist. No Ground Transportation Vehicle or Taxicab will be considered to have “passed” any inspection until all deficiencies have been corrected and the Ground Transportation Vehicle or Taxicab has been satisfactorily re-inspected by the Landside Operations Manager. If the Landside Operations Manager determines that a Ground Transportation Vehicle or Taxicab is in an unsafe or unsanitary condition or does not otherwise comply with these Rules and Regulations, the Permit Holder shall not operate such Ground Transportation Vehicle or Taxicab at the Airport until the Permit Holder has corrected the unsafe or unsanitary condition and is otherwise in compliance with these Rules and Regulations.

e) **Repair Notices.**

Any damaged Ground Transportation Vehicle or Taxicab must be presented to the Landside Operations Manager for inspection immediately. Said Ground Transportation Vehicle or Taxicab must be repaired by the date specified on a repair notice to be issued by the Landside Operations Manager.

f) **Vehicle Maintenance Program for Ground Transportation Only.**

Each Permit Holder, upon written request of the Landside Operations Manager, shall submit to the Landside Operations Manager within thirty (30) days of receiving the notice, a Ground Transportation Vehicle maintenance program which will be in effect throughout the Permit year and which is in accordance with the Ground Transportation Vehicle manufacturer’s warranty specifications for each of the Permit Holder’s Ground Transportation Vehicles permitted under the Airport Permit. Such program shall describe the maintenance facility, equipment, number of personnel, schedule of maintenance and maintenance record keeping.

g) **Starters for Taxicabs.**

At all times when there is any flight activity at the Terminal Complex, there shall be a Starter stationed at each Starter Booth.

**h) Location and Progression of Taxicab Pick up Operations; Working Days.**

1. Upon arrival at the Airport, Taxicab Permit Holders and Permitted Drivers who desire to make passenger pickups from the Starter Booths or the North Field shall proceed to a Holding Lot. Upon entering a Holding Lot, all Taxicabs are required to proceed to the first available position in the Holding Lot. Only Permitted Drivers are authorized to use the Holding Lot.

2. Permitted Drivers of incoming Taxicabs who find that the Holding Lot is full shall either depart the Airport or travel to any alternative holding area as may be designated by the Starter or the Landside Operations Manager.

3. Within the Holding Lot, each Taxicab shall move toward the line of Taxicabs exiting a Holding Lot and proceeding along the roadway to the Starter Booth (or another Holding Lot if designated by the Landside Operations Manager)~~Line~~ by directly following the Taxicab ahead of it.

4. Upon exiting the Holding Lot, each Taxicab shall proceed to the Designated Taxicab Pick Up Area or the North Field, as directed. In loading vehicles, Starters shall ensure as often as practical that the Taxicab, which has remained in the vicinity of the Starter Booths the longest is provided with the next passenger(s) requesting service. The customer shall have the right, however, to select any Taxicab in the vicinity of the Starter Booths.

5. At the Landside Operations Manager's discretion, programs may be created that enhance the operational efficiency of the Taxicab operations or the Airport or to improve safety, which may include the following programs: (a) a short fare program that allows Taxicab Drivers to enter the fare pick up line (as designated by the Landside Operations Manager) at the Designated Taxicab Pick Up Area at a quicker pace than the regular process; (b) establishing incentives such as allowing Alternative Fuel Vehicles the ability to work up to seven days a week; (c) establishing workshifts for Taxicab Permit Holders by changing the Working Days for Airport Taxi Permits; (d) establishing odd and even workshifts by changing the Working Days for Airport Taxi Permits; (e) establishing alternate workshift schedules by changing the Working Days for Airport Taxi Permits; or (f) establishing rotating workshift schedules by changing the Working Days for Airport Taxi Permits.

6. The ~~above~~ procedures listed in subsections (1)-(5) may be modified at the discretion of the Landside Operations Manager based upon operational needs or safety. In order to modify such procedures, the Landside Operations Manager shall post at the Holding Lots, not less than three (3) days in advance of any change to such procedures, a written notice of the revised Working Days that will be assigned to each Airport Taxi Permit.

**i) Taxicab Records to Be Provided.**

Each Taxicab Driver (Permitted Drivers, Registered Drivers and Unregistered Drivers) shall provide to a representative of the Port, on request, any records required to be maintained by such Taxicab Driver pursuant to the City Taxi Ordinance and these Rules and Regulations, including for Registered Drivers, presentation of a waybill to prove to the Port that the customer pick up is by reservation.

## 8.6 GROUND TRANSPORTATION AND TAXICAB DRIVER REQUIREMENTS

### a) General Appearance.

All Drivers (Ground Transportation Vehicle and Taxicab) shall, at all times while on duty, be neat in appearance, courteous and informed in dealing with passengers and the public.

### b) Hygiene.

Drivers (Ground Transportation Vehicle and Taxicab) shall keep their hair clean and trimmed at all times. Male Drivers may have facial hair (beards, mustaches, sideburns, etc.) only if the hair is kept clean and trimmed in a manner acceptable to the Landside Operations Manager. Drivers shall control body odor so as not to be offensive, use proper oral hygiene, and keep face and body free of dirt. If the Landside Operations Manager determines that a Driver is so unsanitary as to be offensive to passengers or is otherwise in violation of ~~any provisions of~~ this Section 8.6, the Landside Operations Manager may, whether or not an NOV is issued, immediately suspend the Airport Permit until the Driver has corrected the unsanitary condition and is otherwise in compliance with this Section 8.6.

### c) English Language.

Drivers (Ground Transportation Vehicle and Taxicab) shall speak and understand the English language.

### d) Driver Identification Badge For Ground Transportation Only.

Ground Transportation Vehicle Drivers shall at all times maintain and display their Driver Identification Badge in plain sight when they are operating a Ground Transportation Vehicle.

## 8.7 GROUND TRANSPORTATION, TNC, AND TAXICAB FEES; SECURITY DEPOSITS; ~~AND FEES~~ INSURANCE

### a) Ground Transportation Fees.

1. Limousine Fees. Each holder of a Limousine Permit (~~other than a~~ Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay a Limousine Per Trip Fee of \$3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each pick up or drop off at the Airport in the amount set forth in Appendix A (Airport Master Fee Schedule). Drivers operating at the Airport under a under Limousine Permit are not permitted to recirculate in a loop on internal Airport roadways and revisit the terminal area without first driving off of the Airport property. ~~At the discretion of the Assistant Director of Aviation, a fee may be applied for any such recirculation ("Looping Fee") to relieve congestion at the Airport.~~

2. Door-to-Door On-Demand Shuttle Per Trip Fees. Each holder of a Door-to-Door On-Demand Shuttle Permit (~~other than a~~ Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay a Door-to-Door On-Demand Shuttle Per Trip Fee of \$3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip to or from the Airport in the amount set forth in Appendix A (Airport Master Fee Schedule).

3. Door-to-Door Reservation Shuttle and Scheduled or Charter Operator Per Trip Fees. Each holder of a Door-to-Door Reservation Shuttle ~~and/or~~ Scheduled or Charter Operator Permit (~~other than a~~ Partially Exempt Qualified Operator or Exempt Qualified Operator)

shall pay a Door-to-Door Reservation Shuttle and Scheduled/Charter Operator Permit Trip Fee of \$3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip to or from the Airport in the amount set forth in Appendix A (Airport Master Fee Schedule).

4. Courtesy Vehicle Fees.

(i) Each holder of a Hotel Courtesy Vehicle Permit shall pay a Hotel Courtesy Vehicle Permit Trip Fee of \$3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip from the Airport in the amount set forth in Appendix A (Airport Master Fee Schedule).

(ii) Each holder of a Parking Courtesy Vehicle Permit shall pay a Parking Courtesy Vehicle Permit Trip Fee of \$3.00, or such other amount as may be established by the Board pursuant to a duly adopted ordinance, for each trip from the Airport in the amount set forth in Appendix A (Airport Master Fee Schedule), and shall pay the Access Fee provided for in Section 8.9.

(iii) Any Off-Airport Rental Car Company that has any Customer Facility served by a Rental Car Courtesy Vehicle shall pay the Off-Airport Rental Car Privilege Fee provided for in Section 8.8.

5. Dwell Time Fees. If the Director determines in his or her discretion that the curbs are congested, he or she may, on not less than thirty (30) days' notice sent to each Permit Holder, require that each Airport Permit holder shall pay a Airport Permit Dwell Time Fee of \$0.50 in the amount set forth in Appendix A (Airport Master Fee Schedule), in addition to all other fees assessed under these Rules and Regulations, for each minute or portion of a minute in excess of thirty (30) minutes that any Ground Transportation Vehicle permitted under an Airport Permit remains continuously on the Airport, not to exceed \$50.00 per instance.

6. Annual Fees Payable by Partially Exempt Qualified Operator and Exempt Qualified Operator. Each Partially Exempt Qualified Operator and Exempt Qualified Operator shall pay the Airport a Partially Exempt Qualified Operator Annual Fee and Exempt Qualified Operator a flat a Annual Fee in the amounts set forth in Appendix A (Airport Master Fee Schedule) of \$360 or such other amount as may be established by the Board from time to time pursuant to a duly adopted ordinance. These fees shall be deemed paid on the Airport's receipt of the Airport Permit Application Fee payable by the Partially Exempt Qualified Operator or Exempt Qualified Operator, respectively, pursuant to Section 8.1(d) above.

7. Ground Transportation Monthly Vehicle Fee. Unless temporarily suspended by the Board, each Permit Holder (other than an Exempt Qualified Operator, Limousine Permit Holder, or Scheduled or Charter Operator Permit Holder) shall pay a monthly vehicle fee every month for each Ground Transportation Vehicle to be used under any Airport Permit, in addition to any other applicable fees. Such fee shall be titled the "Monthly Vehicle Fee." The Monthly Vehicle Fee shall be (\$325) per Vehicle per month. Future increases (but not decreases) to such fee shall be established by the Director by Airport Directive, as she or he deems appropriate to reflect market conditions, as approved by the Port Attorney as to form and legality. The Monthly Vehicle Fee shall not apply to Ground Transportation Vehicles that are both: (a) Alternative Fuel Vehicles and/or are



~~Americans With Disabilities Act (42 USC §§ 12101 et. seq.) compliant Vehicles; and, (b) ten (10) years old or less (measured from the date of first manufacture). Such Vehicles shall be referred to as “Exempt Vehicles.” In addition, vehicle fleets shall be exempt from the Monthly Vehicle Fee where at least 50% of the fleet is composed of Exempt Vehicles. Solely for purposes of calculating the Monthly Vehicle Fee, the term “fleet” shall be defined as a group of more than one Ground Transportation Vehicle operated by the same Permit Holder. In calculating Exempt Vehicle percentages for fleets with an odd number of Vehicles, the Director shall round down. For example, a Permit Holder with a fleet of eleven (11) Ground Transportation Vehicles shall be deemed to be operating an exempt fleet if five (5) or more Vehicles are Exempt Vehicles.~~

~~8.7. Payment of Fees. Per trip fees, Access Fees, Rental Car Privilege Fees, and Dwell Time Fees shall be paid in accordance with Section 8.7(b) below and may not be deferred or forgiven unless otherwise approved in writing by the Landside Operations Manager. The Director may change or modify the per trip fee to an amount not in excess of \$4.00 nor less than \$3.00 per trip (or such other amount as may be established by the Board pursuant to a duly adopted ordinance), or reinstate the dwell time fee, including without limitation eliminating or modifying the trip fee for recirculation trips, at any time upon not less than thirty (30) days’ notice to all Permit Holders; provided that such change is ratified immediately by the Board of Port Commissioners.~~

**b) Ground Transportation Billing and Security Deposit.**

1. Monthly Billing. The Port will bill each Door-to-Door Reservation Shuttle, Scheduled or Charter Shuttle Operator, Door-to-Door On-Demand Shuttle, Limousine, and Courtesy Vehicle Permit Holder (other than any Partially Exempt Qualified Operator or Exempt Qualified Operator) monthly for the total aggregate per trip fees, use fees and dwell time fees for each calendar month after all prepaid fees paid by such Permit Holder have been applied by the Port. Fees on Ground Transportation Vehicles owned and operated by Sub Carriers shall be billed to and payable by the holder of the PSC Permit with whom the Sub Carrier has a contract to operate under the Commission certificate of that PSC Permit. Fees are due upon receipt of invoice and shall be paid no later than ten (10) days after receipt of invoice. In the event of the malfunctioning or failure of the Transponder for a Vehicle covered by an Airport Permit, the Landside Operations Manager shall determine the Permit Holder’s trip fees and dwell time fees for that Vehicle in his or her discretion based upon one or more of the following: (a) the average number of trips per Vehicle and average dwell time per Vehicle of the Vehicles covered by such Airport Permit in the same month of the prior year; or (b) if less than one full year of operation, based upon the average of the number of trips and average dwell time per Vehicle during the term of the Airport Permit; or (c) the monthly average of the number of trips and average dwell time per Vehicle during the prior calendar quarter; or (d) data from Vehicle log or logs provided by the Permit Holder; (e) data from the monthly trip reports for Courtesy Vehicles described in Section 8.1(b)(5); or (fe) any other reasonable method, including estimation. Absent manifest error, the Landside Operations Manager’s determination of the Permit Holder’s trip fees and dwell time fees shall be conclusive and binding. The Off-Airport Rental Car Privilege Fee payable by Off-Airport Rental Car Companies shall be payable in accordance with the provisions of Section 8.8-below. The Access Fee and Parking Courtesy Vehicle Per Trip Fee shall be payable by Off-Airport Parking Operators in accordance with the provisions of Section 8.9-below.

2. Security Deposit for Airport Permits. Upon the issuance of an Airport Permit, each Permit Holder (other than a Partially Exempt Qualified Operator or Exempt Qualified Operator) shall pay and maintain a security deposit in the amount indicated below, to be held by the Port for the account of the Permit Holder. The Port will not pay interest on the security deposit. The



Port may deduct any delinquent amount payable to the Port by the Permit Holder from the amount in the Permit Holder's security deposit account. Should any amount be deducted from its security deposit account, such Permit Holder shall replenish the security deposit account to the required amount within ten (10) days of notice from the Port of such deduction. Upon the second draw on any Permit Holder's security deposit account within any twelve (12) consecutive months, the required amount to be deposited with the Permit Holder's security deposit account shall increase to two (2) times the standard required security deposit amount. The standard required Airport Permit Ssecurity dDeposit amount shall be in the amount set forth in Appendix A (Airport Master Fee Schedule)\$500 for one (1) to five (5) permitted Ground Transportation Vehicles and \$50 for each Ground Transportation Vehicle thereafter, subject to increase or decrease at the discretion of the Landside Operations Manager, upon not less than thirty (30) days written notice to the Permit Holder; provided, however, that such security deposit will not have to be paid on any Rental Car Courtesy Vehicle Permit, but instead shall be provided in accordance with 8.7(b)(3)-~~below~~.

3. Security Deposit for Off-Airport Rental Car Companies. Each Off-Airport Rental Car Company that has any Customer Facility served by any Rental Car Courtesy Vehicle shall submit to the Port a performance bond in the form of a multiple maturity certificate of deposit, a cashier's check, or an irrevocable letter of credit in a form and issued by a bank acceptable to the Port. The performance bond posted by each Off-Airport Rental Car Company shall be in the amount of twenty-five percent (25%) of the First Year's Minimum Annual Guarantee, or twenty-five percent (25%) of the Minimum Annual Guarantee, as applicable to the Off-Airport Rental Car Company, as defined in Section 8.8. The Port will not pay interest on the security deposit; the Port may deduct any delinquent amount payable to the Port by any Off-Airport Rental Car Company from such security deposit; should any amount be deducted from an Off-Airport Rental Car Company's security deposit, the Off-Airport Rental Car Company shall replenish its security deposit to the required amount within ten (10) days of notice from the Port of such deduction.

c) **Taxicab Fees.**

1. Per Trip Fee. For each trip from the Airport with passengers or luggage, each Taxicab shall pay, prior to departing Airport property, a Taxi Per Trip Ffee in the amount set forth in Appendix A (Airport Master Fee Schedule)\$3.00 per trip, unless otherwise established by an ordinance duly adopted by the Board. Per trip fees shall be paid in accordance with Section 8.7(c)(2) ~~below~~ and may not be deferred or forgiven unless otherwise approved by the Landside Operations Manager. Notwithstanding the foregoing, the Director, upon not less than 30 days' notice to all Taxicab Permit Holders and Registered Taxicabs, may establish flat fees for short fares within designated areas. The per trip fee will not be applicable to off-Airport pick ups. ~~The Director may change or modify the per trip fee to an amount not greater than \$4.00 nor less than \$3.00 (or such other amounts as may be established by an ordinance duly adopted by the Board) at any time upon not less than 30 days' notice to all Taxicab Permit Holders and Registered Taxicabs; provided that such change is ratified by the Board of Port Commissioners.~~

2. Vouchers. Each Taxicab Driver wishing to pick up a fare at the Airport shall purchase Vouchers for the payment of per trip fees from the Landside Operations Office. Vouchers shall be paid for in cash, by credit card or by utilizing an electronic debit card. Each time a Taxicab Driver picks up a passenger at a Starter Booth, the Taxicab Driver will present a Voucher in the amount of the trip fee to the Starter. A Starter may not accept cash in payment of a trip fee, and a Taxicab Driver's attempt to pay a Starter in cash will constitute a violation of these Rules and Regulations and may result in the Port's immediate cancellation of the Airport Taxi Permit for the

Taxicab the Taxicab Driver was operating at the time of the incident. The Port reserves the right to require the Taxicab Driver to pay per trip fees by utilizing an electronic debit card system or similar system.

d) **Lost or Damaged Transponder.**

If the Transponder installed by the Port on a Ground Transportation Vehicle or Taxicab is lost or damaged for any reason, Permit Holder agrees to pay the Port an additional nonrefundable Taxi Lost/Damaged Transponder Fee in the amount set forth in Appendix A (Airport Master Fee Schedule)~~\$50.00 fee or such other fee as may be established by the Board from time to time pursuant to a duly adopted ordinance.~~

e) **TNC Fees, Billing, and Security Deposit.**

1. Per Trip Fee. Each TNC Permit Holder shall pay a TNC Per Trip Fee set forth in Appendix A (Airport Master Fee Schedule). In all communications with its employees, independent contractors, customers, and potential customers, the TNC Permit Holder shall not represent or suggest in any way that a fee is related to or required by the Airport unless the TNC Permit Holder: (i) clarifies that the Airport charges a Per Trip Fee against the TNC Permit Holder, not to TNC Drivers or to customers; and (ii) identifies the actual Per Trip Fee charged by the Airport against the TNC Permit Holder.

2. Monthly Permit Fee. Each TNC Permit Holder shall pay to the Airport a Monthly Permit Fee.

A. For TNC Services, a TNC Permit Holder's "Monthly Permit Fee" shall mean: (i) the number of TNC Trips conducted by the TNC Drivers for that TNC Permit Holder in one calendar month, multiplied by (ii) the Per Trip Fee then in effect.

B. The Monthly Permit Fee is due in full (without any claims, demands, setoffs, or counterclaims of any kind) within fifteen (15) calendar days after the close of each calendar month. Each TNC Permit Holder shall also submit all reports and information of its operations during the payment period, as described in Section 8.3.

3. Security Deposit. Each TNC Permit Holder shall deliver to the Port a TNC Security Deposit (the "Deposit", as used in this Section) in a form acceptable to the Assistant Director in the amount set forth in Appendix A (Airport Master Fee Schedule).

A. The Port may use all or any portion of the Deposit to pay any amounts due by the TNC Permit Holder under these Rules and Regulations, including (without limitation) any fines owed under these Rules and Regulations and any Monthly Permit Fees not timely paid by the TNC Permit Holder. The Port shall not be required to keep the Deposit separate from its general accounts. No interest or other increment for use shall accrue on the Deposit. No trust relationship is created between the Port and the TNC Permit Holder with respect to the Deposit.

B. If the Port so uses all or any portion of the Deposit, the TNC Permit Holder, within ten (10) days after demand therefore, shall deposit with the Port other security acceptable to the Assistant Director in an amount sufficient to restore the Deposit to the full amount.

C. In the event the surety company or bank declines to renew or elects to cancel the bond or letter of credit comprising the Deposit, the TNC Permit Holder shall, at least fifteen (15) days prior to the expiration or cancellation date thereof, replace such bond or letter of credit with another bond or letter of credit. If the TNC Permit Holder fails to replace such bond or letter of credit, the Port may, without notice to the TNC Permit Holder, draw on the entirety of the Deposit and hold the proceeds thereof as security for performance under the TNC Permit.

~~b) — Taxicab Monthly Vehicle Fee.~~

~~Unless temporarily suspended by the Board, each Taxicab Permit Holder shall pay a monthly vehicle fee every month for each Taxicab to be used under any Airport Taxi Permit, in addition to any other applicable fees. Such fee shall be titled the "Monthly Vehicle Fee." The Monthly Vehicle Fee shall commence on July 1, 2012 in the amount of one hundred seventy-five dollars (\$175.00) per Vehicle per month. Beginning on July 1, 2013, the fee shall increase to two hundred fifty dollars (\$250.00) per Vehicle per month. Beginning on July 1, 2014, the fee shall increase to three hundred twenty-five dollars (\$325.00) per Vehicle per month. Further future increases (but not decreases) to such fee shall be established by the Director by Airport Directive, as she or he deems appropriate to reflect market conditions established by survey of comparable California airports, including SFO, SJC, and SAN, and as approved by the Port Attorney as to form and legality. The Monthly Vehicle Fee shall not apply to Taxicabs that are both: (a) Alternative Fuel Vehicles and/or are Americans With Disabilities Act (42 USC §§ 12101 *et. seq.*) compliant vehicles; and, (b) ten (10) years old or less (measured from the date of first manufacture). Such Vehicles shall be referred to as "Exempt Taxicabs." In addition, vehicle fleets shall be exempt from the Monthly Vehicle Fee where at least 50% of the fleet is composed of Exempt Taxicabs. Solely for purposes of calculating the Monthly Vehicle Fee, the term "fleet" shall be defined as a group of more than one Taxicabs operated by the same Taxicab Permit Holder. In calculating Exempt Taxicab percentages for fleets with an odd number of Vehicles, the Director shall round down. For example, a Taxicab Permit Holder with a fleet of eleven (11) Taxicabs shall be deemed to be operating an exempt fleet if five (5) or more Vehicles are Exempt Taxicabs.~~

~~e)f) — Delinquency Charge.~~

Any payment required to be made to the Port under these Rules and Regulations that remains due and unpaid for a period of 10 days after it becomes due and payable shall be subject to a delinquency charge, for violation of these Rules and Regulations and as liquidated damages, of \$1050.00 plus a sum equal to 0.05% (five one-hundredths of one percent) per day of such delinquent payment, but not to exceed the maximum interest rate permitted by applicable law, for each day from the date such payment became due and payable until payment has been received by the Port. Acceptance of any delinquency charge shall not constitute a waiver of any default attributable to the overdue amount and shall not prevent Port from exercising any of the other rights and remedies available to Port.

g) **Insurance Requirement.**

Each Airport Permit Holder, Taxicab Permit Holder, and TNC Permit Holder shall comply with all provisions set forth in **Appendix E** (Ground Transportation, Taxicab, and TNC Insurance).

**8.8 ADDITIONAL PROVISION FOR OFF-AIRPORT RENTAL CAR OPERATORS**

All Persons providing the services of an Off-Airport Rental Car Company shall comply with these Rules and Regulations, unless otherwise approved in writing by the Assistant Director to address emerging technologies.

a) **Off-Airport Rental Car Privilege Fee.**

In exchange for the right of an Off-Airport Rental Car Operator to access passengers arriving at the Airport, each Off-Airport Rental Car Operator shall pay to the Port the Off Airport Rental Car Privilege Fee as set forth in this Section 8.8, and shall satisfy all of its other obligations as set forth in this Section 8.8. These obligations shall become effective on the Off-Airport Rental Car Effective Date as defined above. The Off Airport Rental Car Privilege Fee shall consist of the “First Year’s Minimum Annual Guarantee” or the “Minimum Annual Guarantee”, as defined below and as applicable, and the ~~“Percentage Fee,” (if any) calculated and payable as defined below in this Section 8.8.~~ Commencing on the Off-Airport Rental Car Effective Date and continuing through the end of the ~~First~~ Ordinance Period, each Off-Airport Rental Car Company shall pay the minimum guaranteed sum (the “First Year’s Minimum Annual Guarantee”) equal to the greater of Twelve Thousand Dollars (\$12,000) or:

1. If the Off-Airport Rental Car Company served the Airport from a location off of the Airport during all or any portion of the prior calendar year, then eighty-five percent (85%) of the amount payable to the Port in Off-Airport Rental Car Percentage Fees in the prior year; and

2. If the Off-Airport Rental Car Company served the Airport from a location on the Airport during all or any portion of the prior calendar year, then eighty-five percent (85%) of the amount payable to the Port in On-Airport Rental Car Percentage Fees in the prior year.

If the Off-Airport Rental Car Company did not operate at the Airport or serve the Airport from an off-Airport location during all or any portion of the prior calendar year, then its First Year’s Minimum Annual Guarantee shall be Twelve Thousand Dollars (\$12,000).

Beginning on the July 1<sup>st</sup> immediately following the first anniversary of the Off-Airport Rental Car Effective Date and on each July 1<sup>st</sup> thereafter of each Ordinance Period, the Off-Airport Rental Car Operator shall pay to the Port a minimum guaranteed sum (the “Minimum Annual Guarantee”) in an amount equal to eighty-five percent (85%) of the total amount payable to the Port under this Section 8.8 for the previous twelve (12) month period (including all Percentage Fees payable to the Port for such period), but in no event less than the amount of the First Year’s Minimum Annual Guarantee, payable in equal monthly installments. All monthly installments of the First Year’s Minimum Annual Guaranty and Minimum Annual Guarantee shall be paid to the Port, in lawful money of the United States of America, in advance and without previous demand, on the first day of each and every calendar month; provided that in any partial month following the Effective Date, the said First Year’s Minimum Annual Guarantee shall be prorated.

In addition to the First Year's Minimum Annual Guarantee or the Minimum Annual Guarantee, as applicable, each Off-Airport Rental Car Operator shall also pay to the Port, in like money, not later than thirty (30) days after the end of each calendar month following the Effective Date, a sum equal to the amount, if any, by which the Percentage Fee ~~(as defined below)~~ due through the end of the previous calendar month exceeds the installment of the Minimum Annual Guarantee payable to the Port through the end of such month. ~~For purposes of this Section 8.8, the "Percentage Fee" shall mean an amount equal to nine percent (9%) of the Off-Airport Rental Car Operator's Airport Gross Receipts.~~ Simultaneously with the payment of said Percentage Fee (or if no Percentage Fee is payable, not later than thirty (30) days after the end of each calendar month), the Off-Airport Rental Car Operator shall furnish to the Port a true and complete report and account, in a form acceptable to the Director, certified to be correct by an authorized representative of the Off-Airport Rental Car Operator, of the Off-Airport Rental Car Operator's Gross Receipts and Airport Gross Receipts during the preceding calendar month consistent with this Section 8.8 (the "Receipts Reports").

b) **Definitions.**

Capitalized terms used in this Section 8.8 that are not specifically defined herein are defined in the definitions Section 1.1 of these Rules and Regulations.

c) **Books and Records of the Off-Airport Rental Car Operator.**

1. Off-Airport Rental Car Operator to Maintain Certain Books and Records.

The Off-Airport Rental Car Operator shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Off-Airport Rental Car Operator's Airport Gross Receipts and Gross Receipts in accordance with Appendix F (Gross Receipts for Off-Airport Vehicle Operations)~~"Appendix B" to these Rules and Regulations~~, and such books or records shall contain records of all the Off-Airport Rental Car Operator's receipts in connection with its operations at any Customer Facility. Such records shall include but not be limited to, financial statements, general ledgers, trial balances, subsidiary ledgers, daily or monthly business adjustment reports, inventory and purchasing records, computer terminal tapes, point of sale records, corporate agreements, and signed opening and closing rental agreements, and, to the extent maintained for its operations subject to ~~the Ordinance~~these Rules and Regulations, bank statements, bank deposit slips, and tax reports filed with federal, state, county, city or other agencies. Such books and records of the Off-Airport Rental Car Operator shall be maintained in a form consistent with these Rules and Regulations ~~the Ordinance~~ and with generally accepted accounting principles and shall contain itemized records of all Airport Gross Receipts and Gross Receipts by such categories of sales as are specified in the definitions of those terms (or such other categories as the Port may require from time to time) and of all other receipts derived by the Off-Airport Rental Car Operator from its operations at any Customer Facility, and of all CFCs collected by the Off-Airport Rental Car Operator from its customers. The Off-Airport Rental Car Operator shall supply to the Port, within thirty (30) days of the Port's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Port may reasonably request for the purpose of determining the accuracy of the Gross Receipts or Airport Gross Receipts or CFCs reported by the Off-Airport Rental Car Operator. In addition, the Off-Airport Rental Car Operator shall account for all revenues of any nature related to transactions entered into at any Customer Facility operated by the Off-Airport Rental Car Operator in a manner which segregates in detail those transactions from other transactions of the Off-Airport Rental Car Operator and which supports the amounts reported to the Port in the Off-



Airport Rental Car Operator's monthly "Receipts Reports" prepared in accordance with Section 8.8(a) ~~above~~. At a minimum, the Off-Airport Rental Car Operator's accounting for such revenues shall include the following:

(i) A separate numbering system, identifying the location of each transaction, for transactions at any Customer Facility.

(ii) A compiled report of rental agreements showing all Airport Gross Receipts and Gross Receipts and all exclusions from Airport Gross Receipts and Gross Receipts by location and category and by individual rental agreement. That report shall be itemized by location and subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Port in its "Receipts Reports" and shall be reconciled to the amounts posted on the Off-Airport Rental Car Operator's general ledger if different or offset or netted with other amounts posted to the general ledger.

Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Port at its offices, (b) a computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader, of all appropriate rental agreements. Records maintained by the Off-Airport Rental Car Operator in the form of electronic media shall be provided to the Port in electronic read only form compatible with computers utilized by the Port if requested in such form by the Port. All such records shall be maintained as provided in Section 8.8 (c)(2) ~~below~~. The Director may require the Off-Airport Rental Car Operator to provide any other records the Director determines, in his or her opinion, are necessary to enable the Port to perform an accurate audit of the Off-Airport Rental Car Operator's Airport Gross Receipts and Gross Receipts hereunder. Such records shall be provided within thirty (30) days after the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Port.

2. Books and Records to be Segregated and Kept for Four Years. The Off-Airport Rental Car Operator shall keep the books and records it is required to maintain under this Section 8.8 (c)(2) segregated from the Off-Airport Rental Car Operator's books and records relating to operations other than pursuant to ~~these Rules and Regulationsthe Ordinance~~. The Off-Airport Rental Car Operator shall retain such books and records for a period of no less than four (4) years following the end of the Ordinance Period to which such books and records relate; provided, however, that if prior to the expiration of such four (4) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced against the Off-Airport Rental Car Operator arising under ~~these Rules and Regulationsthe Ordinance~~, such books and records shall continue to be maintained by the Off-Airport Rental Car Operator, and Port shall continue to have the right to inspect such books and records in the manner stated in this Section 8.8 until the audit, claim or litigation is final.

3. Record-Keeping Equipment Required. In addition to maintaining the books and records required by this Section 8.8(c), the Off-Airport Rental Car Operator shall cause to be installed in any Customer Facility, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary



to record properly, accurately and completely all sales from and on any Customer Facility of the Off-Airport Rental Car Operator's goods and services.

d) **Port's Right to Inspect and Audit.**

1. Books and Records Available for Inspection. The books and records required to be maintained by the Off-Airport Rental Car Operator under Section 8.8(c) ~~above~~ shall be available on thirty (30) days' notice for inspection and copying by the Port or its duly authorized representative; provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time which is unduly disruptive of the Off-Airport Rental Car Operator's business. Should the Off-Airport Rental Car Operator not wish to make its original books and records available for inspection at a Customer Facility, the Off-Airport Rental Car Operator shall have the option of either (i) having said original books and records transported to a location at the primary offices of the Port within thirty (30) days of Port's request to inspect the Off-Airport Rental Car Operator's books and records or (ii) having representatives of the Port inspect the Off-Airport Rental Car Operator's books and records at a location where the Off-Airport Rental Car Operator maintains its records within thirty (30) days of Port's request to inspect the Off-Airport Rental Car Operator's books and records. Should the Off-Airport Rental Car Operator elect to have the inspection performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland~~outside the limits of the City of Oakland or the limits of Alameda County~~, the Off-Airport Rental Car Operator shall pay the Port for travel, lodging, and subsistence expenses incurred in connection with such inspection, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the Off-Airport Rental Car Operator for such travel expenses and the Off-Airport Rental Car Operator shall promptly pay such bill.

2. Port's Right to Audit. The Port shall have the right, upon thirty (30) days' notice to the Off-Airport Rental Car Operator, to make an audit or cause an audit to be made of the Off-Airport Rental Car Operator's books and records and computerized accounting systems relating to the Off-Airport Rental Car Operator's operation at any Customer Facility (including, but not limited to, those books and records the Off-Airport Rental Car Operator is required to maintain under Section 8.8(c)) in order to determine the correctness of the Privilege Fees paid by the Off-Airport Rental Car Operator to the Port, and the amount of CFCs collected and remitted to the Port, for any Ordinance Period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. If the audit is performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland~~outside the limits of the City of Oakland or the limits of Alameda County~~, the Off-Airport Rental Car Operator shall pay the Port for travel, lodging, and subsistence expenses incurred in connection with such audit, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill the Off-Airport Rental Car Operator for such travel expenses and the Off-Airport Rental Car Operator shall promptly pay such bill. The Off-Airport Rental Car Operator shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.

e) **Fees and Interest if Underpayment Discovered by Audit.**

If, as a result of the audit performed under Section 8.8(d)-~~above~~, it is established that additional amounts are due from the Off-Airport Rental Car Operator to the Port under this Section 8.8 the Off-Airport Rental Car Operator shall forthwith, upon written demand from the Port, pay to the Port such additional amounts, together with the delinquency charge provided for in Article 10 of these Rules and Regulations. Further, if such audit establishes that the Off-Airport Rental Car Operator has understated and underpaid any such amounts for any Ordinance Period by three percent (3%) or more, then the entire expense of such audit shall be paid by the Off-Airport Rental Car Operator.

f) **Revenue Control Procedures.**

If the audit performed under this Section establishes that the Off-Airport Rental Car Operator has understated and underpaid its fees to the Port for any Ordinance Period by three percent (3%) or more, and that such understatement and underpayment was the result of a deficiency in the Off-Airport Rental Car Operator's revenue control procedures, then in addition to any other requirements under ~~these Rules and Regulationsthe Ordinance~~, the Off-Airport Rental Car Operator, in consultation with the Port, shall implement revised revenue control procedures reasonably calculated to eliminate such deficiency.

g) **Conflict Between these Rules and Regulations and Accounting Practices.**

In the event of any conflict between any provision of these Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of these Rules and Regulations ~~shall control even where the Ordinance references such principles or standards. In particular, without limitation, the Off Airport Rental Car Operator shall maintain all records required under the Ordinance to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.~~

h) **Pass-through of Off-Airport Rental Car Privilege Fee.**

An Off-Airport Rental Car Operator shall have the right to separately state a fee on customer invoices or rental contracts ("invoices") to recover all or any part of the Off-Airport Rental Car Privilege Fee, or for any other purpose, only if the Off-Airport Rental Car Operator meets all of the following conditions:

1. Such separate statement is lawful under California law, and the Off-Airport Rental Car Operator complies with all other applicable laws, including Federal Trade Commission requirements;
2. Such fee is titled a "Privilege Recovery Fee";
3. Such fee is immediately below all rental car charges and not immediately adjacent to taxes on customer invoices;
4. The amount of the Privilege Recovery Fee stated on the invoice and charged to the customer does not exceed nine and ninth tenths percent (9.9%) of the total amount charged to such customer;
5. The Off-Airport Rental Car Operator shall not identify, treat or refer to the Privilege Recovery Fee as a tax;

6. The Off-Airport Rental Car Operator shall not pass through, unbundle or list any other fees (other than the Privilege Recovery Fee) payable to the Port as a separate item on its customer invoices; provided, however, that the Off-Airport Rental Car Company may also unbundle and separately list on its customers' invoices the CFC authorized by the Port to be imposed on the customers of the Off-Airport Rental Car Operators; and

7. The Off-Airport Rental Car Operator shall include the full amount of the Privilege Recovery Fee in its Gross Receipts.

i) **Receipts Reports.**

Not later than twenty (20) days after the end of each calendar month after the Effective Date, the Off-Airport Rental Car Operator shall furnish to the Port a true and complete report and account, with a copy in electronic form, in a form acceptable to the Director, certified under the pains and penalties of perjury to be correct by an authorized representative of the Off-Airport Rental Car Operator, of the Off-Airport Rental Car Operator's Gross Receipts, Airport Gross Receipts, transactions and, if requested in writing by the Director, transaction days, during the preceding calendar month, and separately identifying all receipts derived by the Off-Airport Rental Car Operator during such month which have been excluded from the computation of Gross Receipts and identifying the Customer Facility at which such excluded Gross Receipts were derived together with payment of the Percentage Fees due by reason thereof (the "Receipts Report"). The Off-Airport Rental Car Operator shall maintain either (x) separate bank accounts into which all Gross Receipts from its operations under these Rules and Regulations shall be deposited, and no receipts from any other source shall be deposited in such accounts, or (y) separate ledgers maintained in accordance with generally accepted accounting standards that only reflect all Gross Receipts derived under these Rules and Regulations. In the absence of an order from a court of competent jurisdiction preventing disclosure, the Port shall have no liability to the Off-Airport Rental Car Operator for disclosing in response to a public records request or a subpoena any information provided to Port by the Off-Airport Rental Car Operator.

If the Off-Airport Rental Car Operator ~~shall fail~~s to provide Port by the thirtieth (30th) day after a calendar month with the Receipts Report complying with the requirements of this Section 8.8(i), then Port may invoice the Off-Airport Rental Car Operator for estimated Percentage Fees for the prior calendar month in an amount equal to the monthly Percentage Fees that would be payable based on 1.50 times the Off-Airport Rental Car Operator's actual Gross Receipts for the last month reported by the Off-Airport Rental Car Operator to Port, or if the Off-Airport Rental Car Operator has filed no such report with Port, then as estimated in good faith by Port. The Off-Airport Rental Car Operator shall, within five (5) days after its receipt of such invoice, pay the invoiced amount to Port; provided, however, that when the Off-Airport Rental Car Operator determines its actual Gross Receipts for the preceding month, the Off-Airport Rental Car Operator may tender the actual Percentage Fees payment to Port, but only if it is accompanied by the Receipts Report for such prior calendar month. Any underpayment of Percentage Fees shall be paid with the Receipts Report provided by the Off-Airport Rental Car Operator to Port covering the period for which estimated Percentage Fees have been paid together with a delinquency charge, for violation of the terms of these Rules and Regulations and as liquidated damages, of fifty dollars (\$50.00) plus interest on any unpaid amount from the date the estimated Percentage Fees became payable until payment has been received by the Port, at the rate provided in Section 8.7(e) of these Rules and Regulations. Any failure to timely deliver to Port any report required by this Section 8.8, excluding only delinquent reports for which a delinquency fee has already been paid by the Off-Airport Rental Car Operator pursuant to the prior sentence, shall require

payment by the Off-Airport Rental Car Operator to Port, as liquidated damages, of a delinquency charge in the amount of Fifty Dollars (\$50.00), payable at the time the delinquent report is submitted to Port. Any overpayment of Percentage Fees shall be credited by Port against the next Percentage Fees payable by the Off-Airport Rental Car Operator to Port.

Within ninety (90) days after the end of each Ordinance Period, the Off-Airport Rental Car Operator shall submit to Director an unqualified fiscal year-end financial report (the "Annual Report") certified by an independent Certified Public Accountant or, only if the Off-Airport Rental Car Operator's financial statements have not been reviewed by an independent Certified Public Account, a fiscal year-end financial report certified under the pains and penalties of perjury by the Off-Airport Rental Car Operator's chief financial officer, if such officer is approved by the Director, and if not so approved, by another officer of the Off-Airport Rental Car Operator approved by the Director, showing Airport Gross Receipts and Gross Receipts achieved by the Off-Airport Rental Car Operator with respect to the prior Ordinance Period.

If such Annual Report shows that the total Privilege Fee actually paid by Permittee with respect to the prior Ordinance Period was less than the Privilege Fee payable with respect to such Ordinance Period, then the Off-Airport Rental Car Operator shall immediately pay to Port such deficiency, together with a delinquency charge and liquidated damages of fifty dollars (\$50.00) plus interest on such deficiency for each day from the date such Privilege Fee became due and payable until payment has been received by the Port, at the rate provided in Section 8.7(e) of these Rules and Regulations. If such Annual Report shows that the Privilege Fee actually paid by the Off-Airport Rental Car Operator with respect to such prior Ordinance Period exceeded the Privilege Fee payable with respect to such Ordinance Period, and if such Annual Report is acceptable to the Port, then on the issuance by Port to the Off-Airport Rental Car Operator of a credit memorandum in the amount of such excess, such excess shall be applied as a credit against the amounts next coming due from the Off-Airport Rental Car Operator to Port under these Rules and Regulations~~the Ordinance~~. Notwithstanding anything to the contrary herein, in no event will the Privilege Fee payable to Port in any Ordinance Period be less than the First Year's Minimum Annual Guarantee or the Minimum Annual Guaranty, as applicable, for such Ordinance Period. In addition, the Off-Airport Rental Car Operator shall submit to Port such other financial or other reports as Director may reasonably require.

**j) Transportation of Customers of Off-Airport Rental Car Operators.**

No Off-Airport Rental Car Operator shall have the right to transport any of its customers from any Customer Facility to the Terminal Complex. All such customers shall be transported from the Off-Airport Rental Car Operator's Customer Facility to the Designated North Field Area only by use of a Courtesy Vehicle with an Airport Permit, and from the Designated North Field Area to the Terminal Complex only by use of the Common Use Busing System.

## 8.9 ADDITIONAL PROVISIONS FOR OFF-AIRPORT PARKING OPERATIONS

All Persons providing the services of an Off-Airport Parking Operator shall comply with these Rules and Regulations, unless otherwise approved in writing by the Assistant Director to address emerging technologies.

### a) Off-Airport Parking Access Fee and Parking Courtesy Vehicle Per Trip Fee.

In exchange for the right of an Off-Airport Parking Operator to access passengers arriving at the Airport, each Off-Airport Parking Operator shall pay to the Port the Access Fee as set forth in this Section 8.9 (the "Access Fee"), as well as the Parking Courtesy Vehicle Per Trip Fee as set forth in Section 8.7(a)(4)(ii). and shall satisfy all of its other obligations as set forth in this Section 8.9. These obligations shall become effective (the "Effective Date") on the date of issuance of a Parking Courtesy Vehicle Permit under Section 8.1(~~bm~~).

The Off-Airport Parking Operator shall pay to the Port, in lawful money of the United States of America, not later than thirty (30) days after the end of each calendar month, a sum in the amount of the Access Fee due through the end of the previous calendar month. For purposes of this Section 8.9, the Access Fee shall mean, an amount equal to five percent (5%) of the Off-Airport Parking Operator's Gross Receipts after deducting in such year the first Thirty Thousand Dollars (\$30,000) of Gross Receipts (as defined in "Appendix B" to these Rules and Regulations) there from. Simultaneously with the payment of said Access Fee, or if no Access fee is payable, not later than thirty (30) days after the end of each calendar month, the Off-Airport Parking Operator shall furnish to the Port a true and complete report and account, in a form acceptable to the Director, certified to be correct by an authorized representative of the Off-Airport Parking Operator, of the Off-Airport Parking Operator's Gross Receipts during the preceding calendar month (the "Revenue Report").

### b) Definitions.

Capitalized terms used in this Section 8.9 that are not specifically defined herein are defined either in the definitions Section 1.1 of these Rules and Regulations or in Appendix F (Gross Receipts for Off-Airport Vehicle Operations)~~"Appendix B" to this Agreement.~~

### c) Books and Records of the Off-Airport Parking Operator.

1. Off-Airport Parking Operator to Maintain Certain Books and Records.  
The Off-Airport Parking Operator shall maintain in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards in performing an audit or examination of the Off-Airport Parking Operator's Gross Receipts and all Vehicles used by the Off-Airport Parking Operator to transport customers between the Airport and any of the Off-Airport Parking Operator's off-Airport facilities.~~and~~

~~Such books or records shall contain the Off-Airport Parking Trip Logs and records of all the Off Airport Parking Operator's receipts and revenues in connection with its operations. Such books and records of the Off Airport Parking Operator shall be maintained in a form consistent with these Rules and Regulations the Ordinance~~ and with generally accepted accounting principles and shall contain itemized records of all Gross Receipts by such categories of charges as are



specified in the definition of such term (or such other categories as the Port may require from time to time) and of all other receipts and revenues derived by the Off-Airport Parking Operator from its operations.

The Off-Airport Parking Operator shall supply to the Port, within thirty (30) days of the Port's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Port may reasonably request for the purpose of determining the accuracy of the Gross Receipts or Parking Courtesy Vehicle trips reported by the Off-Airport Parking Operator. In addition, the Off-Airport Parking Operator shall account for all receipts, ~~and revenues,~~ and Parking Courtesy Vehicle trips of any nature related to transactions subject to these Rules and Regulations this Ordinance which segregates in detail those transactions from other transactions of the Off-Airport Parking Operator not subject to these Rules and Regulations this Ordinance and which supports the amounts reported to the Port in the Off-Airport Rental Car Operator's monthly "Revenue Report" prepared in accordance with Section 8.9(a) above. At a minimum, the Off-Airport Parking Operator's accounting for such receipts and revenues shall include a Monthly Revenue Report and the Off-Airport Parking Trip Logs, ~~which The Monthly Revenue Report~~ shall include a compiled report of transactions showing all Gross Receipts and all exclusions from Gross Receipts by category and by individual transaction. That report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Port in its "Revenue Report" and shall be reconciled to the amounts posted on the Off-Airport Parking Operator's general ledger if different or offset or netted with other amounts posted to the general ledger. Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Port at its offices, or (b) a computer run hard copy of all appropriate transactions. The form of electronic media shall be provided to the Port in electronic read only form compatible with computers utilized by the Port if requested in such form by the Port. All such records shall be maintained as provided in this Section 8.9.

The Assistant Director may require the Off-Airport Parking Operator to provide any other records the Director determines, in his or her opinion, are necessary to enable the Port to perform an accurate audit of the Off-Airport Parking Operator's Gross Receipts and Parking Courtesy Vehicle Per Trip Fees hereunder. Such records shall be provided within thirty (30) days after the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Port.

1.2. Books and Records to be Segregated and Kept for Four Years. The Off-Airport Parking Operator shall keep the books and records it is required to maintain under this section segregated from the Off-Airport Parking Operator's books and records relating to operations other than pursuant to these Rules and Regulations the Ordinance. The Off-Airport Parking Operator shall retain such books, ~~and records,~~ and Off-Airport Parking Trip Logs for a period of no less than four (4) years following the end of the period to which such books and records related; provided, however, that if prior to the expiration of such four (4) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced against the Off-Airport Parking Operator arising under these Rules and Regulations the Ordinance, such books, ~~and records,~~ and Off-Airport Parking Trip Logs shall continue to be maintained by the Off-Airport Parking Operator, and Port shall continue to have the right to inspect such books, ~~and records,~~ and Off-Airport Parking Trip Logs in the manner stated in this Section 8.9 until the audit, claim or litigation is final.



2.3. Record-Keeping Equipment Required. In addition to maintaining the books, ~~and records,~~ and Off-Airport Parking Trip Logs required by this section, the Off-Airport Parking Operator shall cause to be installed, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all charges for the Off-Airport Parking Operator's goods and services.

3.4. Port's Right to Inspect and Audit.

(i) Books and Records Available for Inspection. The books, ~~and records,~~ and Off-Airport Parking Trip Logs required to be maintained by the Off-Airport Parking Operator under subsection (c) above shall be available on thirty (30) days' notice for inspection and copying by the Port or its duly authorized representative; provided, however, that such inspection shall be made during reasonable business hours and shall not be conducted in a manner or at a time which is unduly disruptive of the Off-Airport Parking Operator's business. The Off-Airport Parking Operator shall have the option of either (i) transporting said original books, ~~and records,~~ and Off-Airport Parking Trip Logs to a location at the primary offices of the Port within thirty (30) days of Port's request to inspect the Off-Airport Parking Operator's books and records or (ii) having representatives of the Port inspect the Off-Airport Parking Operator's books, ~~and records,~~ and Off-Airport Parking Trip Logs at a location where the Off-Airport Parking Operator maintains its records within thirty (30) days of Port's request to inspect the Off-Airport Parking Operator's books and records. Should the Off-Airport Parking Operator elect to have the inspection performed at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland~~outside the limits of the City of Oakland or the limits of Alameda County~~, the Off-Airport Parking Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such inspection, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books, ~~and records,~~ and Off-Airport Parking Trip Logs are maintained for each day of travel and on-site work. After the inspection is complete, the Port shall bill the Off-Airport Parking Operator for such travel, lodging and subsistence expenses and said Operator shall promptly pay such bill.

(ii) Port's Right to Audit. The Port shall have the right, upon thirty (30) days notices to the Off-Airport Parking Operator, to make an audit or cause an audit to be made of the Off-Airport Parking Operator's books, ~~and records,~~ and Off-Airport Parking Trip Logs, and as well as computerized accounting systems relating to the Off-Airport Parking Operator's operation (including, but not limited to, those books and records the Off-Airport Parking Operator is required to maintain under this subsection) in order to determine the correctness of the fees paid by the Off-Airport Parking Operator to the Port for any period which ended no more than four (4) years prior to the date of commencement of such audit. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. If the audit is performed

at a location more than fifty (50) miles from the Port's main offices at 530 Water Street, Oakland~~outside the limits of the City of Oakland or the limits of Alameda County~~, the Off-Airport Parking Operator shall pay the Port for travel, lodging and subsistence expenses incurred in connection with such audit, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books, ~~and records,~~ and Off-Airport Parking Trip Logs are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill the Off-Airport Parking Operator for such travel, lodging and subsistence expenses and the Off-Airport Parking Operator shall promptly pay such bill. The Off-Airport Parking Operator shall, if requested, freely lend its own assistance in making such inspection, examination, or audit and, if such records are maintained in electronic and other machine-readable format, shall provide the Port and/or its representative such assistance as may be required to allow complete access to such records.

(iii) Fees and Interest if Underpayment Discovered by Audit. If as a result of the audit performed under subsection (ii) above, it is established that additional amounts are due from the Off-Airport Parking Operator to the Port under this Section 8.9 and under Section 8.7, the Off-Airport Parking Operator shall forthwith, upon written demand from the Port, pay to the Port such additional amounts, together with the delinquency charge provided for in Section 8.7(e)~~above~~. Further, if such audit establishes that the Off-Airport Parking Operator has understated and underpaid any such amounts for any period by three percent (3%) or more, then the entire expense of such audit shall be paid by the Off-Airport Parking Operator.

(iv) Revenue Control Procedures. If the audit performed under Section 8.9(c)(4)(ii) ~~above~~ establishes that the Off-Airport Parking Operator has understated and underpaid its fees to the Port for any period by three percent (3%) or more, and that such understatement and underpayment was the result of a deficiency in the Off-Airport Parking Operator's internal and revenue control procedures, then in addition to any other requirements under these Rules and Regulations~~the Ordinance~~, the Off-Airport Parking Operator, in consultation with the Port, shall within a reasonable time not to exceed sixty (60) days, implement revised internal and revenue control procedures reasonably calculated to eliminate such deficiency.

(v) Inspection and Audit Rights Survive Expiration. The Port's rights under these Rules and Regulations to inspect and audit the books, ~~and records,~~ and Off-Airport Parking Trip Logs of the Off-Airport Parking Operator shall survive the termination, expiration, cancellation or suspension of such Operator's Airport Permit.

4.5. Conflict Between These Rules and Regulations and Accounting Practices. In the event of any conflict between any provision of these Rules and Regulations and generally accepted accounting principles or generally accepted auditing standards, the provisions of these Rules and Regulations shall control even where these Rules and Regulations reference such principles or standards. In particular, without limitation, the Off-Airport Parking Operator shall

maintain all records required under these Rules and Regulations to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.

5-6. Pass through of Access Fee. An Off-Airport Parking Operator shall have the right to separately state a fee on customer invoices or charge statements (“invoices”) to recover all or any part of the Access Fee, or for any other purpose, only if the Off-Airport Parking Operator meets all of the following conditions:

(i) Such separate statement is lawful under California law, and the Off-Airport Parking Operator complies with all other applicable laws;

(ii) Such fee is titled an “Access Recovery Fee”;

(iii) Such fee is immediately below all Parking charges and not immediately adjacent to taxes on customer invoices;

(iv) The amount of the Access Recovery Fee stated on the invoice and charged to the customer does not exceed the amount of the Access Fee allocable to such customer’s invoice;

(v) The Off-Airport Parking Operator shall not identify, treat or refer to the Access Recovery Fee as a tax; and

(vi) The Off-Airport Parking Operator shall not pass through, unbundle or list any other fees payable to the Port as a separate item on its customer invoices. The Off-Airport Parking Operator shall include the full amount of the Access Fee in its Gross Receipts.

## **ARTICLE 9. RELIGIOUS, CHARITABLE, AND POLITICAL ACTIVITIES.**

**GENERAL.** The Airport is not a public forum for First Amendment Activities. Certain activities are incompatible with the transportation uses of the Airport.

The Airport is designed and utilized as an air transportation facility. The Airport was neither designed nor intended for use as a public forum for First Amendment activities. The Terminal Complex served approximately 14.6 million passengers in 2007; however, it was designed to serve a substantially smaller number of passengers. Additionally, increased security measures adopted after September 11, 2001, have significantly impacted the flow of passenger traffic within the Airport. The Airport is a security sensitive environment and as a result, the security and safety of Airport customers, employees and tenants while in the terminals, on the curbsides, in the parking lots, or anywhere on Airport property is of paramount concern. Therefore, the regulation of certain activities at the Airport is necessary to preserve the ability to utilize the Airport for transportation purposes.

The restrictions on the exercise of religious, charitable, political, and Commercial activities contained in this Article are necessary to preserve and promote the health, security and safety of the passengers, other patrons and employees using Airport facilities, to promote and maintain the high aesthetic and interior design qualities of the Airport, to avoid visual blight and clutter, to avoid disruption of the activities and operation of the Airport, and to maintain and enhance the efficient

operation of the Airport by maximizing passenger and pedestrian traffic flow and avoiding congestion, in keeping with the primary purpose of the Airport and consistent with its design and intended function as a facility for air travel.

The Airport has taken other steps to provide for the free flow of pedestrian traffic in the Airport and to facilitate speedy and efficient traffic flow for passengers utilizing the Airport for air transportation purposes. For example, the Airport has constructed moving walkways and connecting bridges between the current two Terminal Buildings and maintains escalators for transportation of passengers to and from the enplaning gates. The Port anticipates future construction projects to expand the Airport's capacity and frequent and continuous construction work at the Airport and on the Terminal Complex for the next several years.

Airport passengers have a need to proceed quickly and freely from their automobiles or other ground transportation to the ticket counters or baggage check-in to their departing Aircraft, and from their arriving Aircraft to their baggage and/or to their ground transportation. With regard to those activities, time is of the essence. For individuals who Park their Vehicles in any of the Airport's paid or permit parking lots, customer, employee and tenant safety and security while in any of these parking lots is important both during day-light and during periods when it is dark. Once out of their Vehicle, pedestrians must be careful and observant of other Vehicles that may be moving around them as they walk through the lots en route to the Terminals, or towards a bus shelter. Because of this, it is extremely important for pedestrians as well as Vehicle operators to not be distracted by persons or situations in the lot that may impact their safety or that may delay or distract them while walking or driving through the parking lots. Therefore, solicitation will not be permitted except in certain identified locations where leafleting or picketing may be allowed upon approval by the Director.

The Airport has not been, and is not now, utilized or designed as a public forum. Unfettered use of the Airport to leaflet, solicit, proselytize or picket would prevent the intended use of the Airport as a transportation center and potentially endanger the health and safety of passengers and employees using the Airport. Moreover, such activities would impede and cause unreasonable hazards during the construction activities anticipated at the Airport.

~~The~~ Any use of the Airport for ~~the purpose of~~ exercising rights of free expression and communication, ~~to~~ picketing, demonstrating or displaying signs, or ~~to~~ Soliciting will shall not ~~be permitted to~~ restrict or impair the transportation function of the Airport or construction during Construction Periods.

Passengers are susceptible to fraud or unfair treatment by solicitors because of their being unable, due to time constraints, to study requests for donations, or because of language or cultural differences.

Organizations who may request a permit at the Airport to leaflet, solicit, proselytize or picket will be given consideration regarding their request on a case-by-case basis. Decisions on whether ~~or~~ not to grant any such request will be based, in part, on the availability of designated locations for such activities during the period of request, as well as other factors enunciated herein.

The following rules and regulations will apply to such activities:

## 9.1 CONTENT NEUTRAL

The regulation of religious, charitable, and political activities shall be content neutral and shall apply and be enforced without regard to the identity of the individuals or organizations seeking to engage in such activities or the content of the message sought to be communicated.

## 9.2 GENERAL REQUIREMENTS

All religious, charitable, and political activities shall be conducted:

- a) Pursuant to these Rules and Regulations;
- b) In the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat or harassment of other persons, and without obscenities, violence, breach of the peace, damage to property or other unlawful conduct; and
- c) Without obstructing the use of the Airport by the public and without hindrance to or interference with the proper, safe, orderly and efficient movement of passengers and users of the Airport or operation of the Airport and the activities conducted thereupon, and without interference with the constitutional rights of others.

## 9.3 LEAFLETING

Leafleting in the Airport or in Airport parking areas is not permitted except upon compliance with the permitting procedures described herein at Section 9.6 and shall be limited to Non-Profit printed or written material. Leafleting on Vehicles in the Airport parking areas is strictly prohibited. Leaflets may include text or written material, which urges contributions or the sale of goods for Non-Profit purposes on behalf of a Non-Profit organization, which has been granted a permit pursuant to Section 9.6.

a) The Airport has determined that only certain areas of the Terminal Complex provide a reasonable opportunity for Leafleting while not preventing the use of the Airport facility for its intended purpose of providing a safe, orderly, and efficient flow of pedestrian traffic. The Assistant Director will maintain a chart designating those areas of the Airport in which Leafleting does not interfere with use of the Airport facilities for their intended purpose. In recognition of the importance of the right of the public to the exercise of free expression where it is not incompatible with the use of the Airport facilities for their intended purpose, the Port will strive to maintain a minimum of one (1) area of at least one hundred (100) square feet or more in the parking areas and both the interior and the exterior of the non-Secured Areas of each of Terminal 1 and Terminal 2 within the Terminal Complex, together with a list of the number of individuals who may Leaflet in those designated areas. Where necessary to preserve the use of the Airport by the public for transportation purposes, the Assistant Director may reduce the size or number of or change the location of the designated areas from time to time to take into account changes in pedestrian flow, construction, alterations to the Terminal Complex, emergency conditions, or other unforeseen circumstances which may necessitate a change.

b) Notwithstanding Section 9.3(a)~~—above~~, the following areas do not provide a reasonable opportunity for Leafleting without preventing the use of the Airport facility for its intended purpose of providing a safe, orderly and efficient flow of pedestrian traffic and are areas where Leafleting is prohibited:

1. AOA's, Secured Areas and Sterile Areas,
2. Roadways and thoroughfares for Vehicles,
3. Within 10 feet of any access gate or doorway to any place of business of any tenants, lessees or permittees of the Port,
4. Any Sterile Areas of the Terminal Complex,
5. Roadway curbsides or curbs at which passengers load or unload from Vehicles, Motor Vehicles or Commercial Vehicles and Staging Areas for Ground Transportation Vehicles,
6. Areas leased or assigned by agreement with the Port for use by vendors or other lessees, permittees or licensees of the Port,
7. Within 10 feet of any doorways, escalators, moving walkways or baggage conveyance bins or equipment,
8. Within 50 feet of any construction site or construction equipment,
9. Within Construction Areas, and
10. Any other areas that may be designated by the Assistant Director ~~or his/her designee~~ from time to time as necessary to maintain the safety and efficiency of Airport operations.

#### **9.4 PICKETING**

a) Picketing in the Airport is not permitted except upon compliance with the permitting procedures contained herein and in Section 9.6, and is confined to designated Picketing areas. The Airport has determined that only certain designated areas of the Airport provide a reasonable opportunity for Picketing while not preventing the use of the Airport facility for its intended purpose of providing safe, orderly, and efficient flow of pedestrian and Vehicle traffic. The Assistant Director will maintain a chart designating those areas where Picketing does not prevent the use of the Airport facilities for their intended purpose. In recognition of the importance of the right of the public to the exercise of free expression where it is not incompatible with the use of the Airport facilities for their intended purpose, the Port will strive to maintain a minimum of one (1) picketing area of at least fifty (50) square feet each in the parking areas and both the interior and the exterior of the non-Secured Areas of each of Terminal 1 and Terminal 2 within the Terminal Complex, together with a list of the number of individuals who may Picket in those designated areas. Where necessary to preserve the use of the Airport by the public for transportation purposes, the Assistant Director may reduce the number or size of or change the location of designated areas from time to time to take into account changes in pedestrian or Vehicle flow, construction, alterations to the Terminal Complex and their surroundings, emergency conditions, or other unforeseen circumstances which may necessitate a change.

b) Notwithstanding Section 9.4(a) ~~above~~, the following areas do not provide a reasonable opportunity for Picketing without preventing the use of the Airport facility for its intended purpose of providing a safe, orderly and efficient flow of pedestrian traffic and are areas where Picketing is prohibited:



1. AOA's, Secured Areas and Sterile Areas;
2. Roadways and thoroughfares for Vehicles, including the Airport parking areas;
3. Within 10 feet of any access gate or doorway to any place of business of any tenants, lessees, Permittee of the Port;
4. Any Sterile Areas of the Terminal Complex;
5. Roadway curbsides or curbs at which passengers load or unload from Vehicles, Motor Vehicles or Commercial Vehicles and staging areas for Ground Transportation Vehicles; except during any time which is not a Construction Period, Picketing may take place on curbsides and curbs at an area next to every other entrance door into the Terminal Complex;
6. Areas leased or assigned by agreement with the Port for use by vendors or other lessees, permittees or licensees of the Port,
7. Within 10 feet of any doorways, escalators, moving walkways or baggage conveyance bins or equipment,
8. Within 50 feet of any construction site or construction equipment; except areas designated by the Assistant Director around construction work gates,
9. Within Construction Areas, and
10. Any other areas that may be designated by the Assistant Director ~~or~~ **his/her designee** from time to time as necessary to maintain the safety and efficiency of Airport operations.

c) The Assistant Director may impose regulations on the size of picket signs to the extent necessary to prevent interference with use of Airport Facilities for their intended purpose. Picket signs may not be attached to clubs, poles, or other hard objects, and must be carried or otherwise attached to the Participants engaged in Picketing activities. Picket banners are strictly prohibited.

d) Picketing in Vehicles is strictly prohibited.

## 9.5 SOLICITING

a) Soliciting in the Airport is not permitted except upon compliance with the registration and permitting procedures set forth in this Section and Section 9.6. Soliciting for charitable or religious purposes is only permitted by organizations qualified under section 501(c) of the Internal Revenue Code as amended, as "non-profit." Commercial Soliciting may be limited in any reasonable manner, and Persons desiring to perform such Commercial Soliciting must obtain a permit from the Assistant Director pursuant to Section 2.2 ~~above~~ prior to engaging in such activity. Any Non-Profit organization seeking to engage in Soliciting shall attach the following documents to its application:

1. Federal Tax Exempt Status form pursuant to United States Internal Revenue Code Section 501(c); and

2. State Tax Exempt Status Form pursuant to California Revenue and Taxation Code Section 23701.

b) The Port has determined that only certain areas of the Terminal Complex provide a reasonable opportunity for Soliciting while not preventing the use of the Airport for its intended purpose of providing a safe, orderly, and efficient flow of pedestrian traffic. The Assistant Director will maintain a chart designating those areas where Soliciting does not prevent the use of the Airport facilities for their intended purpose. In recognition of the importance of the right of the public to the exercise of free expression where it is not incompatible with the use of Airport facilities for their intended purpose, the Port will strive to maintain a minimum of one (1) area of at least one hundred (100) square feet or more in the parking areas and in both the interior and the exterior of the non-Secured Areas of each of Terminal 1 and Terminal 2 within the Terminal Complex, together with a list of the number of individuals who may Solicit in those designated areas. Where necessary to preserve the use of the Airport by the public for transportation purposes, the Assistant Director may modify the size or number of or change the location of the designated areas from time to time to take into account changes in pedestrian flow, construction alterations to the Terminal Complex, emergency conditions, or other unforeseen circumstances which may necessitate a change.

c) Notwithstanding Section 9.5(b)~~—above~~, the following areas do not provide a reasonable opportunity for Soliciting without preventing the use of the Airport facility for its intended purpose of providing a safe, orderly and efficient flow of pedestrian traffic and are areas where Soliciting is prohibited:

1. AOA's, Secured Areas and Sterile Areas,
2. Roadways and thoroughfares for Vehicles,
3. Within 10 feet of any access gate or doorway to any place of business of any tenants, lessees or permittees of the Port,
4. Any Sterile Areas of the Terminal Complex,
5. Roadway curbsides or curbs at which passengers load or unload from Vehicles, Motor Vehicles or Commercial Vehicles and Staging Areas for Ground Transportation Vehicles,
6. Areas leased or assigned by agreement with the Port for use by vendors or other lessees, permittees or licensees of the Port,
7. Within 10 feet of any doorways, escalators, moving walkways or baggage conveyance bins or equipment,
8. Within 50 feet of any construction site or construction equipment, and
9. Within Construction Areas.

d) **Rules of Conduct for Persons Conducting Solicitation:**

1. Bona Fide Representative. No Person shall solicit and receive funds on behalf of a permitted organization unless that person is a bona fide representative of the organization.

2. Misrepresentations. No Person shall misrepresent the identity, purpose, cause, or activity or the organization that he/she represents. No Person shall misrepresent the manner in which solicited funds shall be spent.

3. Outside Designated Areas. No Person shall solicit and receive funds or signatures outside the area assigned to such Person by the Assistant Director for Soliciting activities.

4. Checks and Credit/Debit Card Receipts. No Person shall alter any check, credit card, invoice or debit card invoice received as a donation or contribution.

5. Receipts. Every Person who solicits and receives funds shall provide a written receipt upon request by the donor.

## **9.6 REGISTRATION AND PERMITTING PROCESS**

a) No Person shall Leaflet, Picket, Solicit, display signs or otherwise attempt to communicate their views to other users of the Airport without first delivering written notice to the Assistant Director of their intent to do so at least twenty-four (24) hours prior thereto. Such notice shall be required in order that adequate precautions may be taken by the Assistant Director to protect the public health, security, safety and order, to assure efficient and orderly use of Airport property for its primary purpose and to assure equal opportunity for freedom of expression. The written notice required herein shall state:

1. The full name, mailing address and telephone number of the person delivering the written notice, or, if he or she is a member of an organization which is sponsoring, conducting or promoting the activity, the full name, mailing address and telephone number of the organization, and the full name, mailing address and telephone number of a responsible officer or agent thereof;

2. A description of the proposed activity stating the type of communication to be involved (e.g., Leafleting, Picketing or Soliciting) and the size and volume of the items to be handed out or the signs being utilized for the activity;

3. The date, hour, location and anticipated duration of such activity;

4. The number of persons planning to participate in such activity; and

b) A statement or evidence that the Person sponsoring, conducting, or promoting the proposed activity is one that is charitable, religious or political in nature or whose purpose for the proposed activity is not for the deriving or making of profit from the sale or exchange of goods or services.

c) No Person shall block, hinder or otherwise impinge upon the free flow of Persons, Vehicles or Aircraft upon or through the Airport or otherwise prevent the orderly and efficient use of Airport property for its primary purpose. No Person (or collection of persons with the same or similar message) requesting approval under this Article 9 shall be granted more than a combined total of one hundred (100) square feet for a designated area to leaflet, picket and/or solicit.

d) If the number of Participants in possession of permits issued pursuant to Section 9.6(f) seeking to engage in permitted activities on any given day exceeds the number of available locations on such day, Participants will be assigned locations daily on a first come, first

served basis and then on the basis of the earlier of the dates the Participants' permits were issued. Those Participants not receiving a designated location will be placed on a waiting list and when a Participant departs, the next Participant on the waiting list will be assigned a location for its permitted activities.

e) The activities described herein shall be conducted only in or upon those Airport premises which are open to the general public for common use, and shall not intrude upon nor take place in any location or area reserved to a particular use, such as baggage areas, washrooms, offices, ticket sales counters, stairways, restaurants or any areas devoted to business enterprise.

f) Any organization or Person may apply for a permit with the Assistant Director on any Monday through Friday, which is not a holiday between 9:00 a.m. and 3:00 p.m. by providing the information described in Section 9.6(a) ~~above~~. The Assistant Director ~~or a designee~~ shall review the application for sufficiency of information, and shall promptly (as defined in Section 9.6(g) ~~below~~) issue a permit, or notify the applicant in writing why issuance of a permit is delayed or denied. A permit shall not be granted or denied based upon the content of any non-Commercial message. In the event that more than one Person or organization submits an application pursuant to Section 9.6(a), the Assistant Director will review those applications on a first come-first served basis and grant or deny permits in that order.

g) "Promptly" as stated in Section 9.6(f) ~~above~~ shall mean no more than twenty-four (24) hours after the submission of the application and in no case later than three (3) hours prior to the proposed time for the proposed activity. If the Assistant Director fails to issue a permit promptly, the applicant shall consider that a permit is denied; and the applicant may, at his/her option, seek a review of such denial by following the procedure outlined in Section 11.3 herein. The permit will designate that the holder is eligible to conduct activities at the Airport for a period of up to thirty (30) consecutive days and the permit may be renewed on a month to month basis up to a maximum of one (1) year, provided that the organization or Person renewing the permit has not had its permit terminated pursuant to Section 9.7 and Articles 10 and 11 ~~below~~, and that the number of outstanding permits has not exceeded the maximum established by the Assistant Director. At the end of the one (1) year period, the Person or organization must reapply if they wish to continue their activities. In such a case, applicants may be permitted to incorporate by reference any required documentation filed with a previous application.

h) The activities referred to herein shall be conducted strictly in conformity with the terms and conditions set forth in the permit issued by the Assistant Director and these Rules and Regulations.

i) No more than the number of persons designated by the Assistant Director may engage in the permitted activity in each of the designated areas at a time.

j) Any organization or Person who is issued a permit as provided for herein, shall also be issued pre-numbered identification badges for the number of persons to be engaged in said activities at the Airport at any given time. The person or persons who will have supervision and responsibility for the proposed activities shall be responsible for the badges and shall issue one badge to each person engaged in said activities, and shall maintain a record showing the name and address of each person issued a badge. Each badge shall state the name of such person, a badge number and the permitted activity and the following statement: "The holder of this badge is engaged in free speech activities which the Oakland International Airport neither condones nor denies." Each person engaged

in said activities shall wear or otherwise display the badge in a manner clearly visible to the public during all times he or she is engaging in said activities. No other badges will be permitted. The issuance of the identification badge indicates that the person is conducting activities in conformance with these Rules and Regulations.

## **9.7 VIOLATIONS BY PARTICIPANTS**

a) Any violations of the provisions of this Article 9 or these Rules and Regulations by any Person or organization shall cause the termination of the permit under which they are operating and a fine pursuant to Article 10 ~~below~~. Such termination shall be administered pursuant to the Administrative Process identified in Article 11 ~~below~~. Upon termination the Person or organization shall not be eligible for a new permit for a period of six (6) months.

b) Upon receipt of a NOV, as described in Article 11.1, any Person or organization whose permit was so terminated may seek a review of such denial by following the procedure outlined in Section 11.3 herein.

## **9.8 PROHIBITED CONDUCT**

The following activities are prohibited at the Terminal Complex, with or without a permit:

a) Leafleting, Picketing or Soliciting by any Person at any area except during the days and times and at the locations assigned by the Assistant Director in a valid permit; or

b) The conduct of a game of chance except as conducted pursuant to the California State Lottery Act of 1984 (Cal. ~~ifornia~~ Gov. ~~ernment~~ Code § 8880, et seq.) and as permitted by the Port; or

c) The sale, distribution or handing out of any type of food or drink by any Person engaged in Leafleting, Picketing or Solicitation; or

d) Any attempt to pin, tie or attach any flower or other symbol, insignia, article or object to the clothing, luggage, or Vehicle of any person without their consent; to assail, coerce, threaten, physically disturb, assault or commit battery on any other person; to touch any person without his or her consent; or to obstruct and interfere with the conduct of authorized business at the Airport; or

e) The use of any musical instrument, noise-making device, sound or voice amplifying apparatus, or the doing of anything which will reduce the effectiveness of the public address system or that interferes with the business functions of the Airport;

f) The distribution of literature, other printed matter or the display of signs at the Airport after the required permit shall have been terminated or expires;

g) The intentional leaving of any item intended for distribution unattended;

h) Any activity which constitutes a danger to persons or property or which interferes with the orderly formation and progression of waiting lines, or which interferes with any of the following: pedestrian or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to or exit from Vehicles, elevators, escalators, doorways or passageways; conduct of any Commercial

activity authorized under ~~Section 3.5 Article II above~~; security procedures; government inspection procedures; cleaning maintenance, repair or construction operations;

i) Any conduct which indicates or represents or attempts to indicate or represent to the public that an individual conducting Leafleting, Soliciting or Picketing pursuant to a permit issued by the Port is a representative of the Airport or the Port;

j) Any conduct which misrepresents the identity of the individual or organization for which the individual is performing the permitted activities;

k) Failure to cooperate in the investigation of any complaint received by the Assistant Director regarding the conduct of any Participant; or

l) Any conduct, which shall physically impede, obstruct or interfere with the free movement of any Airport passenger, tenant or employee.

## **9.9 ACTIVITIES DURING EMERGENCIES**

The Assistant Director may declare an emergency for all or any portion of the Terminal Complex because of unusually congested conditions in a facility due to adverse weather, schedule interruptions or extremely heavy traffic movements or for emergency or security measures. Any Person Leafleting, Picketing, Soliciting or distributing literature in an area affected by the emergency shall immediately cease such activities for the duration of the emergency.

As soon as the Assistant Director announces an end to the emergency, Participants in possession of permits issued pursuant to Section 9.6 ~~above~~ may resume their Soliciting, Picketing, or Leafleting activities in accordance with the requirements of this Article.

## **9.10 ACCIDENTS**

If any Participant is involved in an accident or other incident in which any person is injured or property is damaged, a Participant or the participating organization shall immediately notify the Airport's Manager on Duty ~~at 510-563-3360~~.

## **9.11 FURNITURE OR SIGNS**

The placement of a table, bench, chair, sign or other item on Airport property is prohibited unless expressly permitted in writing by the Assistant Director in connection with the permit for Leafleting, Picketing or Solicitation authorized under Sections 9.3, 9.4, or 9.5.

## **9.12 NEWSRACKS**

a) Newspapers distributors seeking to place a ~~N~~newsrack in the Terminal Complex shall submit a written request to do so by May 1, each year. Such request shall contain the following information: (1) Name and address of the publisher; (2) the name and address of a responsible agent of the publisher; (3) the name of the publication; (4) information showing the total circulation of the newspaper, the number of copies sold in the Terminal Complex during the preceding calendar year, and the number of days per week the publication is published; and (5) the number and location of ~~N~~newsrack spaces desired.



b) By June 1 of each year, the Assistant Director will allocate Nnewsrack spaces to the newspaper distributors who have submitted a request.

c) In the event that there are requests for more Nnewsrack spaces than there are spaces available, allocation of Nnewsrack spaces will be made by the Assistant Director using the following criteria: (1) the number of spaces requested by each newspaper distributor, with preference being given to providing at least some Nnewsrack space to all distributors seeking access; (2) circulation figures from the prior year, with preference being given to newspapers with higher circulation; and (3) number of days of publication per week, with preference being given to publications which publish a greater number of times per week.

d) Available spaces for Nnewsracks shall be determined on an annual basis by the Assistant Director based on the following criteria: (1) passenger flow requirements and safety considerations; (2) impact on Airport revenue generation (including proximity to concessionaires selling newspapers); and (3) impact on essential operations, such as ticketing, baggage handling, and security. The Assistant Director will maintain a chart showing the location in the Terminal Complex where Nnewsracks may be placed, and the number of Nnewsracks at each location.

e) Newsracks will not be permitted in areas where they would create a safety or security hazard, create a hardship on passengers or interfere with pedestrian flow, or near concessionaires who sell newspapers.

f) Newspaper distributors who have been allotted Nnewsrack space within the Terminal Complex may be charged a uniform fee, set by duly enacted Port ordinance, which fee shall be based upon: (1) a reasonable allocation of costs associated with the space utilized by the Nnewsrack; (2) administrative costs to the Port associated with the allocation and maintenance of Nnewsrack space; and (3) a reasonable rate of profit to contribute to the income generating aspirations of the Port.

g) The Assistant Director may require a newspaper distributor, at its sole cost and expense, to relocate or withdraw from a Nnewsrack space previously assigned in the event of a change in conditions, such as construction activities, a change in the configuration of the Terminal Complex, matters of safety or security, interference with pedestrian access and flow, or as a result of the reallocation of ~~n~~Nnewsrack spaces pursuant to Section 9.12(b)-~~above~~.

h) Newspaper distributors shall maintain their Nnewsracks in clean, neat and attractive condition, and in good working order. Should a newspaper distributor fail to properly maintain its Nnewsrack(s), the Port, upon reasonable notice, may elect to repair or remove the inadequately maintained Nnewsrack(s) at the expense of the non-compliant newspaper distributor. Newsracks must conform to the Port's design standards for Nnewsracks as promulgated by the Assistant Director, which shall be based upon dimension restrictions of available space, aesthetic concerns, and other relevant factors affecting Airport operations. Each newspaper distributor shall be responsible, at its sole cost and expense, for the installation, maintenance and removal of its allocated Nnewsracks.

i) In the event a newspaper distributor wishes to challenge any decision of the Assistant Director relating to this Section 9.12, it may do so by invoking the procedures outlined in Section 11.3.

## ARTICLE 10. VIOLATIONS.

### 10.1 GENERAL

All Persons at the Airport shall comply with these Rules and Regulations. Permit Holders (Airport Permits and Airport Taxi Permits) and Drivers of Ground Transportation Vehicles and Taxicabs shall, as a condition for maintaining their authorization to conduct business at the Airport, strictly comply with these Rules and Regulations including those provisions set forth in Article 8 as they relate to Ground Transportation Services and Taxicab requirements. All Persons, Port employees and Airport-issued sSecurity bBadge holders must comply with all Security Regulations, including all security and safety directives, regulations and guidance documents, as outlined and referenced in these Rules and Regulations. Any Person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of these Rules and Regulations or any lawful order issued pursuant thereto in any form or manner (such conduct individually and collectively referred to as a “violation”) may be denied use of and entry to the Airport by the Director or, Assistant Director, ~~or their designee~~ and shall be subject to the remedial actions, penalties, and fines, as applicable, as set forth in the Violation Tables provided in **Appendices H through K** ~~D-G of these Rules and Regulations~~, in addition to any and all other remedies available to the Port in equity and law.

### 10.2 VIOLATION TABLES

#### a) Security Violations.

The Security Violation Tables 1-5 are attached hereto as **Appendix H (Security Violation Tables)** ~~D to these Rules and Regulations~~ and identify the potential violations of Airport security rules (Article 2, and all Security Regulations, including associated security directives, and any requirements conveyed through Port-provided SIDA training, regulations and guidance documents). The violations are further categorized as Level One Violations (less serious) in Table 1, Level Two Violations (low-moderate) in Table 2, Level Three Violations (moderately serious) in Table 3, and Level Four Violations (very serious) in Table 4, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 5 in **Appendix H (Security Violation Tables)** ~~Appendix D~~.

Violations of Airport security rules pose a particular risk with respect to safe and effective Airport operations. The Aviation Security Manager (as defined in Article 11 ~~below~~) is authorized to accelerate or increase the remedial actions (including penalties and fines) associated with any security violation identified in Violation Tables 1-5 in **Appendix H (Security Violation Tables)** ~~Appendix D~~ in instances involving aggravating circumstances, including but not limited to, the alleged violator’s intent, planning, premeditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security considerations related to the violation.

#### b) Airside Safety Violations.

The Airside Safety Violation Tables 1-5 are attached hereto as **Appendix I (Airside Safety Violation Tables)** ~~Appendix E to these Rules and Regulations~~ and identify potential airside safety violations (including violations of Articles 6 and 7 of these Rules and Regulations and all associated Airside Safety Directives, in particular Safety Directive 406.2, and any requirements conveyed through Port-provided training, regulations and guidance documents, collectively “Airside Safety Regulations”). The violations are further categorized as Level One Violations (less serious) in Table 1, Level Two Violations (low-moderate) in Table 2, Level Three Violations (moderately serious) in Table

3, and Level Four Violations (very serious) in Table 4, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 5 in Appendix I (Airside Safety Violation Tables)~~Appendix E~~.

c) **Individual and Commercial Violations.**

The Individual and Commercial Violation Tables 1-5 are attached hereto as Appendix J (Individual and Commercial Violation Tables)~~Appendix F~~ to these Rules and Regulations and identify potential individual and commercial violations (including, but not limited to, violations of Articles 2, 3, 4 and 9 of these Rules and Regulations). The violations are categorized as Level One (less serious) in Table 1, Level Two Violations (low-moderate) in Table 2, Level Three Violations (moderately serious) in Table 3, and Level Four Violations (very serious) in Table 4, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 5 in Appendix J (Individual and Commercial Violation Tables)~~Appendix F~~.

d) **Ground Transportation, Taxicab, and TNC Violations.**

The ~~Ground Transportation~~-Violation Tables 1-~~76~~ are attached hereto as Appendix K (Ground Transportation Violation Tables)~~Appendix G~~ to these Rules and Regulations and identify potential Ground Transportation, Taxicab, and TNC violations of Article 8 of these Rules and Regulations. Tables 1-6 apply to Ground Transportation Services and Taxicab Services: The violations are categorized as Minor Violations in Table 1, Level One Violations (less serious) in Table 2, Level Two Violations (low-moderate) in Table 3, Level Three Violations (moderately serious) in Table 4, and Level Four (very serious) in Table 5, and each carry a commensurate remedial action (including penalties and fines) as enumerated in Table 6 ~~in Appendix G~~. Table 7 applies to TNC Services.

e) **Enforcement.**

All violations of these Rules and Regulations shall be enforced using the Administrative Process established in ~~the following~~ Article 11, which process generally includes the issuance of a Notice of Citation followed by an NOV and the opportunity for an administrative appeal through an informal resolution process and/or a formal hearing process. The Port does not, however, waive its right to pursue any and all other remedies at law and equity, and may do so as its authorized representatives deem appropriate in any given situation.

### **10.3 VIOLATIONS OF PORT RULES AND REGULATIONS, FEDERAL, STATE AND CITY LAWS**

Violations of any laws, ordinances, statutes, rules, regulations or orders of any governmental authority, whether federal, state or local, including the California Vehicle Code, Title 13 of the California ~~Administrative Code~~ of Regulations, Chapter 10.56 of the City Municipal Code – “Airport Ground Traffic Regulations,” and these Regulations, shall be subject to the fines and penalties provided for therein, in addition to the applicable fines and penalties set forth in these Rules and Regulations.

### **ARTICLE 11. ENFORCEMENT AND CIVIL ADMINISTRATIVE PROCESS.**

This article identifies the administrative process that will be followed for any alleged violation of these Rules and Regulations.

## 11.1 Notice of Violation (NOV)

### a) **Issuance of an NOC and NOV by an Authorized Party.**

In addition to all other rights the Port has under these Rules and Regulations, agreements, permits and other applicable laws, the appropriate Port representative identified below shall be authorized to issue a Notice of Citation (“NOC”) and a NOV for any activities or conduct violative of any provision of these Rules and Regulations or any of the provisions of law incorporated therein. Persons authorized to issue and administer NOCs and NOVs include:

- —For transportation-related violations under Article 8 ~~of these Rules and Regulations~~: Landside Operations Manager ~~or his or her designee~~;
- —For security-related violations under Article 2 ~~of these Rules and Regulations~~ and under the associated Airport Security Program or Airport Security Directives: Port Aviation Security personnel, Port Operations personnel, the Aviation Security Manager ~~or his or her designee (“Aviation Security Manager”)~~; and
- —For any airside safety-related violations under Safety Directive 406.2 and these Rules and Regulations: Airside Operations Manager ~~or his or her designee~~;
- —For all other violations of these Rules and Regulations: the Assistant Director ~~or his or her designee~~.

For the remainder of this Article 11, the authorized persons identified above shall be referenced universally as the applicable “Authorized Party.”

If an Authorized Party has probable cause to believe that a Person has violated any provision of these Rules and Regulations punishable under Article 10 ~~above~~ and the corresponding Violation Tables in **Appendices H through K** ~~through G of these Rules and Regulations~~, the Authorized Party shall provide notice of such alleged violation by issuing notice as described in this Section ~~below~~.

#### 1. Security, Airside Safety, Commercial and Individual Violations.

For any security, airside safety, commercial, or individual violations, the Authorized Party typically issues an NOC followed by an NOV to the alleged violator. The Authorized Party shall deliver the NOC to the alleged violator either by hand-delivery or by certified mail with the NOV, as described below. The NOC will provide basic information to the alleged violator regarding the alleged security violation and will provide notice that a detailed NOV will be sent to the alleged violator with a copy to the Aauthorized ~~s~~Signer of the alleged violator. A copy of the security NOC will be routed to the Aviation Security office where the incident will be evaluated and additional information will be sent to the violator’s listed ~~a~~Aauthorized ~~signatory~~Signer.

Unless the NOC has been hand-delivered to the alleged violator, all NOVs shall be either hand-delivered (with, where feasible, a signature from the alleged violator confirming receipt) or sent by certified mail to the last known address of the alleged violator with a copy to the Aauthorized ~~s~~Signer of the alleged violator. If the NOC has been hand-delivered, the NOVs shall be sent either by U.S. Mail or electronically to the alleged violator with a copy to the Aauthorized ~~s~~Signer. The NOV shall provide notice of all alleged violations or activity violating these Rules and Regulations, the name of the Person (if known) found to be in violation, the provision of these Rules and Regulations or other

applicable laws violated by the subject conduct, the penalty to be imposed pursuant to Article 10 ~~above~~, and the alleged violator's right to a hearing as provided under Section 11.3 ~~below~~.

## 2. Transportation Violations.

For any transportation-related violations under Article 8 of these Rules and Regulations, the Authorized Party shall log the alleged violation in a citation logbook ("GT Incident Log") that is maintained by the Port or its designee. The Landside Operations Manager ~~or his designee~~ will complete further investigation to confirm whether a violation has occurred. If further investigation establishes that a violation has occurred, the Port will send an NOV directly to the alleged violator, or to the violator's manager, supervisor, or ~~an Authorized signatory~~ Signer of the alleged violator, which shall provide information related to the administrative process, including the alleged violator's right to a hearing. All NOVs shall be hand-delivered to the alleged violator and the alleged violator shall be required provide a signature for receiving the document. If the document cannot be hand-delivered, it will be sent by certified mail to the last known address of the alleged violator.

### b) **Absent Administrative Appeal Process, the NOV Is a Final Decision.**

For purposes of this Article 11, the ~~effective date of an~~ NOV Issuance Date shall be the soonest of: the date the NOV was ~~either hand-delivered to the alleged violator, the date the alleged violator received the NOV received~~ by certified mail ~~to the alleged violator~~, or five (5) calendar days after the NOV was sent by U.S. Mail or electronic mail to the alleged violator pursuant to Section 11.1(a) ~~above~~ (referred to in this Article 11 hereafter as the "NOV Effective Issuance Date"). Unless ~~an Alternative Disposition is reached or~~ an alleged violator to whom an NOV was issued attends the Informal Resolution Meeting requests a formal hearing pursuant to Section 11.3(a) ~~below before 4:00 p.m. on the tenth (10<sup>th</sup>) business day after the Effective Date~~, the NOV shall be final and non-appealable administrative decision and the applicable financial penalty shall be due by close of business on the eleventh (11<sup>th</sup>) business day after the NOV Effective Issuance Date. Once the NOV is final, the alleged violator may not seek to challenge the facts or disposition of the NOV in any future administrative proceeding before the Port.

### c) **Suspension Periods/Revocation Commencement Dates.**

Any suspension periods or revocations of an Airport Permit or Airport Security Badge shall commence on the eleventh (11<sup>th</sup>) business day after the NOV Effective Issuance Date, with the exception of certain immediate suspensions or revocations, as enumerated in the Violation Tables in **Appendices H through K** ~~D-G attached herein~~. For transportation-related violations, in cases where a suspension is imposed on a Driver and Permit Holder, and the Driver and Permit Holder are the same Person, the applicable suspension shall run concurrently. For security violations and airside safety violations of Safety Directive 406.2, the Aviation Security Manager or Airside Operations Manager, as applicable, may work with the alleged violator to determine the most appropriate time frame for suspension of the Airport Security Badge or Port-issued ID. Employees whose Airport Security Badges have been suspended shall not be allowed to work at the Airport during the suspension.

With respect to transportation-related violations, suspended Drivers shall not be allowed, during the suspension period, to operate a Ground Transportation Vehicle or Taxicab (as applicable) at the Airport, to engage in any Ground Transportation services or Taxicab Sservices at the Airport as defined in Table 8.4.1 for Unregistered Drivers, to train replacement Drivers at the Airport, to visit or ride with other Drivers in a Ground Transportation Vehicle or Taxicab at the Airport, or to visit the Designated South Field Area, the Holding Lot or the North Field Rental Car.



d) **Criminal Prosecution.**

Except as otherwise expressly provided in these Rules and Regulations the City Municipal Code, other ordinances of the Port or laws of the State of California or of the United States, every Person who violates any provision of these Rules and Regulations or any of the provisions of law incorporated herein shall be subject to criminal prosecution for a misdemeanor, punishable by a fine as indicated in the Violation Tables provided in **Appendices H through K** ~~D-G of these Rules and Regulations~~ or six (6) months imprisonment or both, and shall also be subject to revocation of any permits or privileges and identification badges that may have been issued by the Port.

## 11.2 REMOVAL OF PERSONS AND VEHICLES FROM AIRPORT

a) Any Person who knowingly fails to comply with an NOV shall be in violation of Sections 2.1 and 3.2 of these Rules and Regulations. The applicable Authorized Party may order such Person removed from the Airport. Any Law Enforcement Officer may also enforce and carry out such removal order, as applicable.

b) A Law Enforcement Officer may remove any person who enters any restricted-access area in violation of Sections 2.2 or 3.1 of these Rules and Regulations or Safety Directive 406.2, or who violates Sections 3.2, 3.10, or 3.11 of these Rules and Regulations and such persons shall be subject to arrest, conviction and penalties provided for under the California Penal Code.

c) ~~The~~ Landside Operations Managers ~~and their designees~~ ~~has~~<sup>ve</sup> a particular responsibility and training with respect to the management of safe traffic flow around the Airport. As such, ~~the~~ Landside Operations Managers ~~and their designees~~ ~~are~~<sup>is</sup> authorized to take the following actions to enforce Article 8 violations and ~~or~~ to maintain the safe ~~G~~<sup>T</sup>round ~~T~~<sup>r</sup>ansportation operations at the Airport:

1. To issue parking citations and tow any Vehicles in violation of these Rules and Regulations pursuant to Section 7.8 of these Rules and Regulations, Chapter 10.56 of the City Municipal Code, or ~~the provisions of the~~ California Vehicle Code governing the operation, loading, unloading or parking of Vehicles at the Airport, and

2. To order ~~any Taxicab or Ground Transportation~~ Driver to leave the Airport curbside area immediately if the Driver is suspected, by reasonable suspicion, of committing or causing a potential violation of these Rules and Regulations.

## 11.3 ADMINISTRATIVE PROCESS; EXHAUSTION OF REMEDIES

Notwithstanding any Administrative Process described in this Article 11, any training required by the Port for violation of these Rules and Regulations shall take place immediately.

a) **Informal Resolution Process.**

An alleged violator ~~receiving~~<sup>wishing to appeal</sup> an NOV ~~may~~<sup>must</sup> submit a written request to the Authorized Party within ~~five~~<sup>ten</sup> (10) business days ~~after from the NOV Effective Issuance Date~~<sup>for to attend</sup> an informal resolution meeting ~~with the Authorized Party ("Informal Resolution Meeting")~~<sup>to discuss an alternative disposition of the alleged violation</sup>. The ~~informal resolution~~<sup>request for an Informal Resolution Meeting</sup> must ~~be in writing, and shall~~ specify, to the ~~fullest~~<sup>fullest</sup> extent possible, the reasons why the ~~NOV order, fine, penalty, permit denial or decision~~ should be rescinded, ~~changed~~



or modified. The Informal Resolution Meeting shall occur at a time reasonably selected by the Authorized Party. If the alleged violator fails to attend the Informal Resolution Meeting, and such absence is not excused by the Authorized Party in his or her sole discretion, the disposition in the NOV shall be final and non-appealable, and shall become effective the first business day following the scheduled date of the Informal Resolution Meeting. ~~The Authorized Party may, within his or her sole discretion, agree to meet with the alleged violator to discuss an alternative disposition to the matter. If~~ The Authorized Party may deny the request for an Informal Resolution Meeting and does not agree to hold an informal resolution meeting, the Authorized Party shall send the alleged violator a letter denying the request (“Informal Resolution Denial Letter”).

~~During an the Informal Resolution Meeting (if any), the alleged violator may present the reasons why the disposition identified in the NOV should be rescinded or modified. Only the alleged violator may be present at the Informal Resolution Meeting, unless the Authorized Party, in his or her sole discretion, authorizes other persons to attend. At the Informal Resolution Meeting, the Authorized Party may either (1) confirm the disposition identified in the NOV (“NOV Confirmation”), or (2) propose an alternative disposition to the matter for consideration by the alleged violator (“Alternative Disposition”).~~ take one of the following actions:

~~1. Confirm the disposition identified in the NOV (“NOV Confirmation”), which decision would be reviewable in a formal hearing if timely requested by the alleged violator pursuant to Section 11.3(b) below; or~~

~~2. Propose an alternative disposition to the matter for consideration by the alleged violator (“Alternative Disposition”).~~

Within ten (10) business days of the Informal Resolution Meeting or of the Informal Resolution Denial Letter, the alleged violator may take one of the following actions:

1. Request a formal hearing pursuant to Section 11.3(b); or

2. Accept the Alternative Disposition (if any) in a writing between the alleged violator and the Port containing all of the following provisions: (i) the alleged violator reaffirms that the Alternative Disposition shall constitute for all purposes a formal disposition of the matter and waives all future rights to a formal hearing on the merits of the NOV, including any future review of the matter during a formal hearing on a future violation; (ii) the alleged violator agrees to be bound by the Alternative Disposition and agrees that no appeal or review, including judicial review, of any kind is available from such disposition; (iii) the Port waives all future rights to enforcement under the NOV beyond those rights specified in the Alternative Disposition; and (iv) any applicable financial penalty under the Alternative Disposition shall be paid to the Port within five (5) business days of the written acceptance of the Alternative Disposition; or

3. Do nothing, in which case the disposition of the NOV shall be final and non-appealable, and shall become effective after the ten (10) business days following the Informal Resolution Meeting.

~~If the alleged violator does not accept the Alternative Disposition, he or she may request a formal hearing pursuant to Section 11.3(b) below or accept the disposition set forth in the NOV. If the alleged violator accepts the Alternative Disposition, he or she and the Port shall do so with the following conditions: (i) the alleged violator reaffirms that the Alternative Disposition shall constitute~~

~~for all purposes a formal disposition of the matter and waives all future rights to a formal hearing on the merits of the NOV, including any future review of the matter during a formal hearing on a future violation; (ii) the alleged violator agrees to be bound by the Alternative Disposition and agrees that no appeal or review, including judicial review, of any kind is available from such disposition; and (iii) the Port waives all future rights to enforcement under the NOV beyond those rights specified in the Alternative Disposition. The foregoing shall be agreed to in writing by the alleged violator and the Port.~~

~~Any applicable financial penalty established during the informal resolution process shall be due within five (5) business days of the alleged violator's acceptance of the Alternative Disposition.~~

~~Any training required for security and safety violations shall take place immediately upon issuance of an NOV, notwithstanding the status of the Port Administrative Process as established in this Article 11.~~

~~Any Alternative Disposition rendered under the Administrative Process of these Rules and Regulations shall be considered final and may not be appealed either administratively under these Rules and Regulations or in a court of law, as confirmed by the alleged violator's waiver referenced above.~~

**b) Request for a Formal Hearing.**

~~If an informal resolution is not held or an Alternative Disposition is not reached, t~~The alleged violator may submit a request for a formal hearing to appeal the violation only after the alleged violator has attended the Informal Resolution Meeting and only if such request is submitted within ten (10) business days after ~~the later of: (i) the NOV Effective Date if no informal resolution has been requested, (ii) the date the NOV Confirmation is sent, or (iii) the date of the Informal Resolution Denial Letter is sent~~Meeting. Such hearing request must be sent to the Authorized Party issuing the NOV in writing by certified mail, and shall specify, to the fullest extent possible, all reasons why the order, fine, penalty permit denial or decision should be rescinded, changed or modified. The issues adjudicated at the hearing shall be limited to those raised by the alleged violator in the hearing request.

**c) Hearing Officer Appointment.**

Within twenty (20) business days of receipt of a hearing request from the alleged violator under Section 11.3(b) ~~above~~, the Authorized Party shall give the alleged violator written notice of the location and date for a formal hearing ("Hearing Notice"). The ~~Port~~Assistant Director, in ~~its~~his or her sole discretion, may appoint the Hearing Officer(s) by appoint retaining an outside third-party to ~~preside as the sole deliberating Hearing Officer or may by~~ appointing an internal Port panel ~~to preside over the formal hearing~~. If an internal panel is used, the Assistant Director shall appoint three Port employees to act as Hearing Officers on the panel, which shall include no more than one representative from the Airport Department that issued the NOV under review (namely, Landside Operations, Security or Airside Operations). Port employees selected as Hearing Officers shall receive the same hourly rate or salary basis as they would otherwise receive in the course of performing their usual and customary job requirement and shall not receive any extra compensation for acting in this capacity. ~~Alternatively, the Assistant Director may choose to hire an outside third party Hearing Officer to act as the sole arbiter over the formal hearing who shall be compensated appropriately for their time.~~

d) **Formal Hearings.**

1. Not a Court of Law. The administrative process identified in this Section is ~~neither not a civil nor~~ criminal proceeding, and therefore the traditional rules of evidence do not necessarily apply~~nor is it a civil court proceeding~~. The process described herein is an administrative process requested by the alleged violator under these Rules and Regulations.

2. Schedule. All formal hearings shall be scheduled by the Authorized Party in coordination with the assigned Hearing Officers and the alleged violator. The alleged violator shall not unreasonably object to proposed hearing dates. Should the Authorized Party, by a preponderance of the evidence, determine that an alleged violator's objection to a proposed hearing date is unreasonable, the Authorized Party may set such a date for the formal hearing.

3. Presence of Person Requesting Hearing. The alleged violator shall appear at the hearing at which the NOV is considered and may present facts, arguments, and witnesses to refute the alleged violation. To the extent an alleged violator is unable to be physically present at the hearing (e.g. the alleged violator has been incarcerated), the alleged violator may designate a proxy to represent him or her at the hearing. At such hearing, a representative or representatives of the Port, including counsel, shall be present and may also present evidence (including witnesses) in support of the NOV.

4. Absence or Failure to Appear Before Hearing Officers. If the alleged violator, or their proxy, fails to appear at the hearing, then, unless such absence is excused and rescheduled by the Authorized Party for reasons of health or emergency or extenuating circumstances, the NOV shall be treated as if a hearing were never timely requested. In such event, the Hearing Officers shall not consider the NOV, and any revocation, suspension period, or financial penalty obligation shall commence on the first business day following the hearing date.

5. Representation Before Hearing Officers. The alleged violator may be represented before the Hearing Officers by legal counsel. In the case of transportation-related violations under Article 8, a Permit Holder or Driver may also be represented by a trade organization or a representative thereof. The alleged violator may also utilize the assistance of an interpreter or person who can facilitate communication, as deemed necessary by the alleged violator.

6. Discovery, Evidence and Witnesses. Upon the request of the alleged violator, or his or her counsel, made within five (5) business days of receiving the Hearing Notice ("Discovery Request"), the Port shall provide the alleged violator with reasonable access to evidence, reports, records of the Port and requested testimony relating to the violations alleged in the NOV no later than five (5) business days in advance of the hearing date, or as otherwise agreed upon by both the Authorized Party and the alleged violator; provided, however, that Aviation Security shall not be required to share or provide any access to evidence (e.g. access control logs, recordings, or transcript testimony etc.) that may be considered sensitive security information as defined and regulated by 49 CFR Parts 15 and 1520 or video that would be exempt under the California Public Records Act ("Protected Video"). The Port shall make any relevant Protected Video available for the alleged violator to

review in a controlled environment on Port property. The Discovery Request may include a request that the Port provide testimony of any Port employee who is witness to or who reported the violations alleged in the NOV. Subject to the preceding provision regarding privileged sensitive security information, the Port shall:

(i) Provide any testimony requested either by providing written testimony of such employee to the alleged violator in accordance with the Discovery Request response timeline identified herein or by producing such Port employee at the hearing; and

(ii) Respond to all Discovery Requests by providing responsive evidence, reports, records and testimony (or notice that the requested witness will be produced at the hearing) no later than five (5) business days prior to the hearing date, or as otherwise agreed to by the Authorized Party and the alleged violator, or reschedule the hearing date to allow additional time to respond to such Discovery Request.

To the extent an alleged violator contends that the Port failed to produce evidence, reports, records or testimony requested in the Discovery Request, the alleged violator may request, at least three (3) business days prior to the hearing date, that the hearing be rescheduled until the Port produce any allegedly missing responsive evidence. Any failure to request that the hearing date be postponed to allow for the Port's production of additional responsive evidence, reports, records or testimony shall be deemed a waiver on the part of the alleged violator of any claim of insufficient discovery or evidence at the formal hearing.

Any documents requested in a Discovery Request must be requested through the discovery procedures relating to the subject proceeding and identified herein and not through a request made pursuant to the California Public Records Act (Cal. Gov. ~~ernment~~ Code § 6520 *et. seq.*) ("PRA"). The unavailability of documents pursuant to a PRA request shall not be a basis for challenging the NOV or any related administrative decision. The alleged violator waives any right to dispute the NOV or any related administrative decision based on the unavailability of documents requested under the PRA.

The Port and the alleged violator may also introduce evidence, and written testimony, and witnesses ~~and shall be allowed to may~~ informally cross-examine other witnesses present at the hearing. If during the formal hearing, additional facts come to light that warrant additional violations under these Rules and Regulations, the Authorized Party shall issue a subsequent NOV to provide formal notice of the additional violations, which NOV may be challenged by the alleged violator upon receipt during subsequent proceedings pursuant to this Article 11.

7. Hearing Recorded. All formal hearings shall take place in the Port of Oakland's central offices, located at 530 Water Street, Oakland, CA or such alternative forum as ~~proposed by the Port and~~ mutually agreed upon by the Port and the alleged violator. All formal hearings shall be audio recorded. Formal transcripts of the hearing may be requested by the alleged violator. Any costs of transcription of any portion of the formal hearing shall be borne by the alleged violator.

8. Deliberation. At the formal hearing, the Hearing Officers may consider any and all evidence that a reasonable Person would use in making a decision including, but not limited to, hearsay evidence; provided however, that the hearing will be limited to the specific issues raised by the alleged violator in the hearing request. The Hearing Officers shall have

complete discretion as to what and how evidence is received. The Hearing Officers may deliberate ~~behind closed doors~~ in private before rendering a decision.

9. Written Decisions. All ~~three (3) of the~~ Hearing Officers appointed by the Assistant Director pursuant to Section 11.3(c) must be present at any hearing conducted by the Hearing Officers. If ~~less than all three (3) of the such appointed~~ Hearing Officers are not present at the hearing, the hearing shall be rescheduled to a time when all ~~three (3) of the appointed~~ Hearing Officers can be present. The Hearing Officers, by at least a majority vote, shall make a finding, with respect to each violation alleged in the NOV, as to whether ~~or not~~ these Rules and Regulations were violated. In order for the Hearing Officers to conclude that a violation was committed, the evidence must establish that it was more likely than not (a preponderance of the evidence) that the violation was committed. The Hearing Officers are authorized to consider mitigating circumstances when determining appropriate remedial actions for each violation, and may reduce the remedial actions set forth in the Violation Tables, as applicable, established in Appendices H through KD-G to these Rules and Regulations. The decision of the Hearing Officers may be rendered immediately at the conclusion of the hearing (after private deliberation between the Hearing Officers, as they may deem appropriate) or may be taken under submission and rendered within a reasonable time thereafter for more complex deliberations, but no later than thirty (30) calendar days after the formal hearing. The decision of the Hearing Officers shall be documented in writing by the Hearing Officers, which writing shall be served upon the alleged violator either by hand-delivery, certified mail to the last known address of the alleged violator, or sent electronically with a record of the electronic transmission kept on file with the Authorized Party, at which time the decision shall be considered final under California Code of Civil Procedure Section 1094.6(f). Any petition for judicial review under California Code of Civil Procedure Section 1094.5 must be sought within ninety (90) days following the date of service of the final decision.

10. Effect of Decision by Hearing Officers. The written decision of the Hearing Officers shall be final and any financial penalty shall be due by close of business on the fifth (5<sup>th</sup>) business day following service of the decision and any suspension (that has not yet commenced) or cancellation period shall commence on the fifth (5<sup>th</sup>) business day following service of the decision.

e) **Exhaustion of Administrative Remedies.**

The Port has a compelling interest in complying with these Rules and Regulations and other laws applicable to the Airport as well as ensuring Airport safety and security. The Port is entitled to learn of any allegations of noncompliance with law and shall be provided the opportunity to cure and correct any such noncompliance prior to institution of any other administrative action concerning the Port or the institution of litigation. For these reasons, the ~~a~~Administrative ~~appeal procedures~~ Process set forth in these Rules and Regulations have been established as the Port's ~~one and only~~ system for receiving allegations of noncompliance with applicable laws and for investigating and responding to such allegations. In any lawsuit alleging noncompliance with these Rules and Regulations, or challenging the provisions or application of these Rules and Regulations through an NOV or otherwise, the issues and evidence shall be limited to those raised in a duly convened formal hearing pursuant to this Section 11.3. Failure to request a formal hearing through the process stated in this Section 11.3 shall be an absolute bar to further administrative or judicial review of the alleged noncompliance with law. Where, as here, the administrative machinery exists for the resolution of allegations of noncompliance with these Rules and Regulations, the courts should not act until such



administrative procedures are fully utilized and exhausted. The Port Attorney shall be granted substantial deference in reasonably interpreting these Rules and Regulations. Any litigant whose claims relating to these Rules and Regulations is found to be without probable cause by a court of competent jurisdiction shall be required to reimburse the Port for its reasonable attorneys' fees and costs, including an amount attributable to Port Attorney time.

f) **Violation Information.**

For all violations of these Rules and Regulations, the applicable Authorized Party shall maintain current and accurate information pertaining to all violators found to have committed violations of these Rules and Regulations during the immediately-preceding twenty-four (24) month period, the number of times the alleged violator was found to have violated these Rules and Regulations during such period, the type of violation committed, and the date each violation occurred. For transportation-related violations of Article 8, any Person may request information pertaining to such Permitted Drivers who have a violation on their record and each Permit Holder shall be deemed to have constructive notice of all such information related to Permitted Drivers.

#### **11.4 REMOVAL OF PROPERTY**

a) A Law Enforcement Officer may remove or cause to be removed from any area, any roadway or right-of-way, or any other unauthorized or restricted-access area or structure at the Airport, any property which is disabled, abandoned or which creates an operations problem, nuisance or safety hazard or which otherwise is placed in an illegal, improper or unauthorized manner; including, without limitation, any structure which has not been authorized by the Port or the Director or Assistant Director pursuant to the Port's policies and procedures. Any such property may be removed or caused to be removed by the Law Enforcement Officer or at the direction of the Assistant Director to an official impound area or such other area designated by the Assistant Director.

b) Any property impounded by the Port under Section 11.4(a) ~~above~~ shall be released to the owner or operator thereof, upon proper identification of the property, provided that the person claiming it pays any towing, removal or storage charges and any other accrued fees. The Port shall not be liable for any damage, which may be caused to the property or loss or diminution of value, which may be caused by the act of removal. Any such property that is not claimed within thirty (30) days may be deemed abandoned and disposed of in accordance with applicable laws.

#### **11.5 INTENT, SEVERABILITY**

Nothing in the preceding Articles is intended to preclude the Port or any authorized Port personnel from seeking other relief available in law or equity or from taking other action authorized by applicable law or other Port ordinances or the enforcement of any provision of the Port's agreements, contracts or permits.

### **ARTICLE 12. COMMERCIAL ENTERPRISE CONTRACTS, AIRLINE AGREEMENTS AND CHARGES, COMMERCIAL ENTERPRISE CONTRACT CHARGES.**

Occupancy or rental of any space, or the conduct of any business, commercial enterprise, or other form of revenue-producing activity on the Airport, including without limitation Commercial Soliciting, shall not be permitted unless a written contract for such occupancy, rental, or conduct of business has first been obtained from the Port pursuant to Section 3.4 ~~above~~ and all applicable fees,



including but not limited to space rental, concession fees, operating fees, reimbursements and applicable taxes, are paid to the Port.

## **12.1 HOLDERS OF AIR CARRIER OPERATING AGREEMENTS**

All Commercial Aviation Operators operating regularly scheduled or charter passenger flights at the Airport, or flights engaged only in All Cargo Transportation (i.e., transportation by Aircraft of property and mail but not the carriage of passengers) at the Airport may become a signatory to the Port's Airline Operating Agreement.

## **12.2 CHARGES**

All charges and fees to a Commercial Aviation Operator shall be in accordance with the terms and conditions of the contracts or agreements between the Port and the Commercial Aviation Operator as approved by the Port, or as established by duly enacted Port ordinance.

**APPENDIX A**  
**to**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**AIRPORT MASTER FEE SCHEDULE**

<b><u>Section</u></b>	<b><u>Description</u></b>	<b><u>Fee</u></b>
<u>2.2(j)(7)</u>	<u>Fine for failure to report Airport Security Badge that is lost, stolen, or for which there is no longer any Official Business Purpose</u>	<u>\$150</u>
<u>2.2(j)(8)</u>	<u>Fine for unreturned Airport Security Badge</u>	<u>\$500</u>
<u>2.2(j)(9)</u>	<u>Fee for replacement Airport Security Badge</u> <i>(supersedes any contrary provision in another duly adopted ordinance (as amended) imposing rates and charges at the Airport)</i>	<u>1<sup>st</sup> Replacement: \$100</u> <u>2<sup>nd</sup> Replacement: \$150</u> <u>3<sup>rd</sup> Replacement: \$200</u>
<u>8.1(d)</u>	<u>Airport Permit Application Fee</u>	<u>Qualified Operator: \$300</u> <u>Partially Exempt Qualified Operator: \$222</u> <u>Exempt Qualified Operator: \$444</u>
<u>8.1(e)</u>	<u>Operator Transponder Fee</u>	<u>\$50 per Vehicle</u>
<u>8.1(m)(3)</u>	<u>Airport Permit Renewal Fee</u>	<u>Before end of Annual Permit Period: \$200</u> <u>Up to 30 days after end of Annual Permit Period: \$250</u>
<u>8.2(b)</u>	<u>Taxi Permit Application Fee</u>	<u>\$300</u>
<u>8.2(c)(1)</u>	<u>Taxi Permit Renewal Fee</u>	<u>Before end of Annual Permit Period: \$200</u> <u>Up to 30 days after end of Annual Permit Period: \$250</u>
<u>8.2(h)</u>	<u>Taxi Permit Transfer Fee</u>	<u>\$50</u>
<u>8.5(b)(6)</u>	<u>Taxi Transponder Fee</u>	<u>\$50</u>
<u>8.7(a)(1)</u>	<u>Limousine Per Trip Fee</u>	<u>Up to 10 Passenger Vehicle: \$3.70</u> <u>10-25 Passenger Vehicle: \$5.55</u> <u>More than 25 Passenger Vehicle: \$7.40</u>
<u>8.7(a)(2)</u>	<u>Door-to-Door On-Demand Shuttle Per Trip Fee</u>	<u>Up to 10 Passenger Vehicle: \$3.70</u> <u>10-25 Passenger Vehicle: \$5.55</u> <u>More than 25 Passenger Vehicle: \$7.40</u>
<u>8.7(a)(3)</u>	<u>Door-to-Door Reservation Shuttle and Scheduled/Charter Operator Per Trip Fee</u>	<u>Up to 10 Passenger Vehicle: \$3.70</u> <u>10-25 Passenger Vehicle: \$5.55</u> <u>More than 25 Passenger Vehicle: \$7.40</u>

<u>Section</u>	<u>Description</u>	<u>Fee</u>
<u>8.7(a)(4)(i)</u>	<u>Hotel Courtesy Vehicle Per Trip Fee</u> <i>(effective January 1, 2018)</i>	<u>Non-Alternative Fuel Vehicle</u> <u>Up to 10 Passenger Vehicle: \$7.40</u> <u>10-25 Passenger Vehicle: \$11.10</u> <u>More than 25 Passenger Vehicle: \$14.80</u> <u>Alternative Fuel Vehicle</u> <u>Up to 10 Passenger Vehicle: \$3.70</u> <u>10-25 Passenger Vehicle: \$5.55</u> <u>More than 25 Passenger Vehicle: \$7.40</u>
<u>8.7(a)(4)(ii)</u>	<u>Parking Courtesy Vehicle Per Trip Fee</u> <i>(effective January 1, 2018)</i>	<u>Non-Alternative Fuel Vehicle</u> <u>Up to 10 Passenger Vehicle: \$7.40</u> <u>10-25 Passenger Vehicle: \$11.10</u> <u>More than 25 Passenger Vehicle: \$14.80</u> <u>Alternative Fuel Vehicle</u> <u>Up to 10 Passenger Vehicle: \$3.70</u> <u>10-25 Passenger Vehicle: \$5.55</u> <u>More than 25 Passenger Vehicle: \$7.40</u>
<u>8.7(a)(5)</u>	<u>Airport Permit Dwell Time Fee</u>	<u>\$0.50 per minute (or portion thereof) in excess of 30 minutes, not to exceed \$50 per instance</u>
<u>8.7(a)(6)</u>	<u>Partially Exempt Qualified Operator Annual Fee</u> <u>Exempt Qualified Operator Annual Fee</u>	<u>Partially Exempt Qualified Operator: \$222</u> <u>Exempt Qualified Operator: \$444</u>
<u>8.7(b)(2)</u>	<u>Airport Permit Security Deposit</u>	<u>\$500 for first five (5) Vehicles and \$50 for each Vehicle thereafter</u>
<u>8.7(c)</u>	<u>Taxi Per Trip Fee</u>	<u>Up to 10 Passenger Vehicle: \$3.70</u> <u>10-25 Passenger Vehicle: \$5.55</u> <u>More than 25 Passenger Vehicle: \$7.40</u>
<u>8.7(d)</u>	<u>Taxi Lost/Damaged Transponder Fee</u>	<u>\$50</u>
<u>8.7(e)(1)</u>	<u>TNC Per Trip Fee</u>	<u>\$3.70</u>
<u>8.7(e)(3)</u>	<u>TNC Security Deposit</u>	<u>Amount equal to three (3) months of the Monthly Permit Fee, as determined by the Port</u>

**APPENDIX B**  
**to**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**GATE RULES AND PROCEDURES**

**PURPOSE**

The *Gate Rules and Procedures* provide the Airport staff, Airlines and Ground Handlers guidance on advance scheduling of flight activity at Gates and real-time assignment of aircraft to Gates, ramp and apron areas used for passenger loading and unloading or overnight aircraft parking. Conflicts that may occasionally arise regarding Gate usage and assignments will be resolved through the use of the *Gate Rules and Procedures* contained within this document.

**OPERATING PHILOSOPHY**

All Gates at Oakland International Airport are Common Use and non-exclusive, and some are Preferentially or Secondarily Assigned. The Airport will allow scheduling of aircraft operations that result in safe and efficient use of all Gates. Airside Operations may deviate from these *Gate Rules and Procedures* when it deems such action in the best interest of the Airport, Airlines and Ground Handlers.

The goals are as follows:

- To optimize use of Gates;
- To provide reasonable certainty of Gate availability to facilitate the Airlines' schedules;
- To provide equitable access to the Gates;
- To provide reasonable consistency of specific Gates to which flights are assigned to support efficient Airline operations and to minimize ground equipment movements;
- To support opportunities for additional flights by both currently operating and new entrant Airlines;
- To promote safe operating practices.

**I. RESPONSIBILITIES**

The Airport is responsible for the management of the Gates, which includes the time between scheduled operations. Airside Operations monitors Gate usage and works with the Airlines to assign or reassign aircraft to optimize Gate capacity.

Following are the prescribed responsibilities of the stakeholders who are subject to the *Gate Rules and Procedures*, and must be adhered to accordingly.

Airside Operations

- Review Airline schedules, resolve conflicts, assign or reassign Gates, and/or Remote Aircraft Parking Positions as required.
- Communicate Gate availability to Airport staff, Airlines and Ground Handlers.

- Develop Gate usage schedules and make daily Gate assignments.
- Assign Gates in real-time.
- Ensure timely correspondence between Airside Operations, Airlines, and Ground Handlers to share information and advise of Gate management issues.
- Facilitate the Gate Management meetings as needed.
- Send monthly email notifications to remind air carriers of the schedule submission due date from Gates@portoakland.com.

#### Airlines

- Provide timely and accurate flight schedules to Airside Operations.
- Provide Airside Operations with issues and concerns for resolution.
- Participate in Gate Management Meetings when conducted.
- Provide immediate notification to Airside Operations, or the Manager on Duty (MOD) and FIS representative (when applicable), at the earliest opportunity, of any flight delays, schedule changes, emergencies, or other matters affecting Operations at OAK. The MOD must be notified whenever a flight scheduled to a gate deviates by more than 15 minutes of the scheduled time. Immediate notification will ensure a timely resolution.
- Comply with the MOD or Airside Operation's directions regarding Gate assignments.
- Interact with the ULTRA Gate Management System internet WebFID to update delayed departure flight information. NOTE: Delayed arrival flight information is automatically populated by Flight Direct or Airline corporate feed.
- Provide the Airport with a list of linked flight information with each Schedule Submittal Form.
- Request prior approval from Airside Operations for every Gate change. Contact the MOD at 563-3360 (24/7) for real-time changes and Airside Administration at 563-6430 (Monday – Friday from 0700 - 1630 hours) for projected schedule changes.

## **II. SCHEDULING PROTOCOLS**

Airside Operations will follow these protocols when making Gate assignments:

- Reasonable effort will be made to assign each Airline Gate(s) in close proximity to the Airline's operating space.
- Reasonable effort will be made to assign an Airline to the same Gate(s) on a regular and consistent basis.
- Consideration may be given to locate flights strategically near concessions and/or services for passenger.

### **A. Preferential Gate Assignments**

Every airline with a Preferential Gate Assignment shall make every effort to schedule its flights at OAK from its Preferential Gate(s). Every Airline with a Preferential Gate who submits its Schedule Submittal Form by the date due (45 days

prior to the schedule effective date) will receive first priority for the use of its Preferential Gate for the schedule submitted. No minimum separation time is required for an Airline scheduling activity on its Preferential Gate. Maximum turn times, in Table 1, will apply.

**B. Secondary Gate Assignments**

Every Airline with a Secondary Gate assignment will not have the Secondary Gate Assignment terminated with less than thirty (30) days written notice from the Airside Operations Manager, and the termination will only become effective on the last day of a calendar month.

**C. The following establishes the Gate utilization times for flight activity:**

1. There will not be less than fifteen (15) minutes of scheduled separation time between a departure of one flight and the arrival of another flight using the same Gate unless the two flights are of same company. Airport staff will monitor gate change requests, and if repeated requests for alternate gates are identified due to non-standard scheduled separation time, the Airport may issue a secondary gate assignment.
2. Table 1 reflects the maximum allowable times for aircraft operations on gates.

**Table 1 – Maximum Allowable Times for Aircraft on Gates**

**DOMESTIC FLIGHTS AND INTERNATIONAL FLIGHTS**

	<u>WIDE-BODY AIRCRAFT</u>	<u>NARROW-BODY AIRCRAFT</u>
<u>TURN</u>	<u>2:00</u>	<u>1:20</u>
<u>ARRIVAL</u>	<u>1:00</u>	<u>0:40</u>
<u>DEPARTURE</u>	<u>1:20</u>	<u>1:00</u>

**D. Submission of Airline Schedules**

A Schedule Submittal Form must be routinely submitted, as prescribed herein, whether or not the Airline's flight schedule changes from the prior month, or if the Airline's current flight schedule is likely to extend more than 30 days. This ensures that Airside Operations approves and schedules all Gate assignments each month.

1. Each Signatory Airline must submit to Airside Operations a complete schedule of all aircraft operations at OAK. The schedule must be received 45 days prior to the schedule's Effective Date. The "Effective Date" is the first day of each month regardless if the schedule changes within each month. All schedules must be submitted on the Schedule Submittal Form.
2. If the schedule submittal date (45 days prior to the schedule effective date) falls on a holiday or week-end, schedules shall be submitted on the weekday preceding that date. This ensures there is no less than a 15 day review process.



3. No credit will be given for early submittals. All schedules will be reviewed beginning 45 days prior to the effective date.
4. Airlines should share information regarding changes to aircraft fleet mix, major changes to number of flights, new service or destinations, etc. as soon as they are aware of such changes.
5. Exhibit 1 is the current Schedule Submittal Form, which requires the following information:
  - ☐ Flight Effective Date
  - ☐ Flight Discontinued Date
  - ☐ Flight Numbers
  - ☐ Arrival / Departure Time (local time for OAK)
  - ☐ Aircraft Type
  - ☐ Origin/Destination Airport
  - ☐ Requested Gate (if Airline has a Preferential Gate)
  - ☐ Show all Linked Flights
  - ☐ Request for secondary gate use by Preferential Gate Users

A sample Schedule Submittal Form may be downloaded at the Oakland International Airport <http://oaklandairport.com> web site. From the Home page, navigate to the bottom of the Home page and click the OAK Gate Management section under the Tenant heading. Locate the OAK Schedule Submittal Form.xls (Excel Format) just above this section. The completed form should be emailed to [Gates@portoakland.com](mailto:Gates@portoakland.com).

6. Non-scheduled operations will be assigned a Gate on a space-available basis.
7. Requests from an Airline with a Preferential Gate for a Secondary Gate Assignment, due to dual or triple operations, must be highlighted on the Schedule Submittal Form.
8. The Airside Operations Manager will provide each Airline with written approval of a Preferential Gate Assignment 10 days after receipt of their schedule. This will provide the carrier with a confirmation of the schedule at least thirty-five (35) days in advance of the Effective Date.
9. The Airside Operations Manager will provide each Airline with written approval of a Secondary Gate Assignment 15 days after receipt of their schedule. This will provide the carrier with confirmation of the schedule at least thirty (30) days in advance of such proposed Effective Date.
10. If there is not a Gate available for an Airline's proposed Secondary Gate Assignment, or for late submittals of the Schedule Submittal Form, the Airside Operations Manager will provide the Airline with written alternative times when Gates are available.
11. An Airline with a Preferential Gate Assignment will be notified in writing of scheduled Secondary Gate Assignments to its Preferential Gate.

12. Regarding late schedule changes, the Airside Operations Manager will attempt to accommodate such schedule changes by an Airline with a Preferential Gate. However, if a conflict with an Airline that has an approved Assignment results because of the late schedule change by either a Preferential or Secondary Assignment, the Airline with the approved Assignment will not have its Assignment terminated with less than thirty (30) days written notice from the Airside Operations Manager, which termination will become effective on the last day of the calendar month.

#### **E. Scheduling Conflicts**

In the event an insufficient number of Gates exists to meet the demand for newly scheduled flights, and/or there is a conflict in Gate assignment between two or more Airlines, the following criteria will be used to determine Gate assignments in this order:

1. Gates will be assigned based on the on-time submittal of the Schedule Submittal Form, and thereafter according to the scheduling protocols.
2. Airside Operations will consult with the Airlines involved to negotiate flight schedule changes that will resolve the conflict.
3. In addition to the above criteria, the following will also be considered:
  - ☐ International flights.
  - ☐ Aircraft type and passenger capacity.
  - ☐ The type of equipment that is compatible with the gate in question.
  - ☐ The number of days per week the flight will be operating.
  - ☐ The flight destination.
4. In all cases, the final decision regarding regular assignments to a gate when no changes are made to a schedule will be made by the Airside Operations Manager.

#### **F. Assignment and Use of International Gates**

Gates 1, 1A, 1B, 1C, will not be preferentially assigned.

Gates 3 and 3A may be preferentially assigned to an operator with a sufficient number of International flights, as determined by the Director.

International arrivals requiring use of the International Arrivals Building (IAB) will be assigned as follows:

- Gates will be assigned based on the on-time submittal of the Schedule Submittal Form, and thereafter according to the scheduling protocols.
- Airside Operations will consult with the Airlines involved to negotiate flight schedule changes to resolve the conflict.

Notwithstanding the above, the following criteria will also be used to make the gate assignment:

- Charter or nonscheduled international arrivals having made prior arrangements with Airside Operations and requiring use of the IAB.
- Other domestic arrivals and/or departures that cannot be accommodated on Domestic Gates.

When there is a conflict in Gate assignments for the International Gates between two or more airlines, the following criteria will be used in this order to determine Gate assignments:

### **Gate 1**

- International wide body arrivals and departures.
- Domestic wide body arrival and departures.
- International narrow body arrival.
- International narrow body departure.
- Domestic narrow body arrival and departure.
- Domestic charter arrival and departure.

### **Gate 3**

- International narrow body arrivals if Gate 1 is in use. International operations may schedule to use a domestic gate for departure.
- Gate 3A – International wide body arrival and departures if Gate 1 is in use, which may require the re-assignment of flights scheduled on Gate 5.
- International narrow body departures.
- Gate 3A –Domestic wide body flights if Gate 1 is in use, which may require the re-assignment of flights scheduled on Gate 5.
- Domestic narrow body arrivals and departures.
- Charter narrow body arrivals and departures.

## **G. Additional International Gate Scheduling Information**

Due to limited Gate availability for Federal Inspection Services (FIS) operations, requests for scheduled international operations should be submitted as far in advance as possible, but must be received by Airside Operations not less than forty-five (45) days prior to the schedule's Effective Date.

Any Airline requesting arrival clearance for FIS inspection must first obtain OAK approval for use of the IAB and for Gate assignment. Landing rights approval by the FIS **DOES NOT** entitle or guarantee an airline a Gate assignment, Gate availability, access to the IAB, or use of the Airport.

Airlines submitting landing rights to Customs and Border Protection shall concurrently submit such information to the Airside Operations advising that rights have been submitted, and providing all related flight information, including (but not limited to) aircraft type and days and times of the proposed operations.

Airside Operations may require an airline to reposition its aircraft to a Domestic Gate following the arrival and deplanement to facilitate an arriving international flight at an International Gate.

### **III. GENERAL INFORMATION**

#### **A. Notification of Flight Delays**

All Airlines must advise the MOD and FIS representative (when applicable), at the earliest opportunity, of any flight delays, schedule changes, emergencies, or other matters affecting Operations at OAK. The MOD must be notified whenever a flight scheduled to a gate deviates by more than 15 minutes of the scheduled time.

#### **B. Flight Delays**

An aircraft that does not have an approved Gate assignment (i.e. diversion), or arrives at OAK more than 15 minutes late for its Gate assignment, will be considered “Delayed.” Delayed flights will be reassigned on a Gate-available basis. Such reassignment(s) shall not interfere or otherwise cause delay to other flights operating on-time. Delayed flights waiting more than 30 minutes for reassignment will be reassigned/accommodated on the next available Gate.

#### **C. Flight Cancellations**

Notify the MOD as soon as possible of all scheduled flight cancellations.

#### **D. Scheduling of Flights**

The MOD can approve any change to an Airline’s Gate assignment(s).

No aircraft may taxi onto an open Gate, nor unilaterally relocate its aircraft to another Gate, without obtaining the approval of the MOD. Whether only a “one-time” use and/or with the “permission” of the Airline with a Preferential Gate, approval from the MOD must be obtained.

#### **E. Regional Jets**

At the discretion of the Airside Operations Manager, Regional Jets (RJ’s) may be assigned to alternate aircraft parking positions, away from the Terminal Gates.

The Airside Operations Manager may consider aircraft with a seating capacity of less than 80 seats a non-qualifying Signatory Airline for use of its Preferential Gate Assignment.

#### **F. Remain Over Night (RON) Parking**

No Airline will be allowed to RON on Gate 1. The Airside Operations Manager approves all Remain Over Night (RON) aircraft parking assignments at OAK. An Airline's Preferential Gate Assignment or Secondary Gate Assignment does not express or imply RON position approval.

- An Airline may RON its aircraft at its assigned gate as long as no Airline has a scheduled Secondary Gate Assignment on that Gate.

#### **G. Emergency Flights**

Emergency flight accommodations shall have priority over all other Gate scheduling. Every effort will be made to accommodate emergency flights on an unassigned Gate or at a Gate which will cause the least impact on other Airline operations.

#### **H. Assignment of Itinerant and Irregular Operations**

Prior to assigning Gates to itinerant or irregular operations, first consideration will be given to Preferential or Secondary Gate Assignments

The Airside Operations Manager, in order to accommodate itinerant or irregular operations, may require an Airline to reschedule aircraft to another Gate to accommodate such operations. In Gate assignment of itinerant or irregular airline operations, the Airside Operations Manager may consider such criteria as:

- The other Gate is assigned preferentially,
- The type of aircraft that any particular Gate can handle,
- Size of Gate hold room,
- Abutting airline schedules,
- Potential passenger congestion issues in the hold room of Gate and an Airline's proximity to its own ramp offices, and/or
- Designated operations areas.

#### **I. Removal of Aircraft**

Airside Operations reserves the right to require the removal of an aircraft from any Preferentially or Secondarily Assigned Gate at any time, as reasonably determined by the Airside Operations Manager or MOD, and provided that they will provide a Remote Aircraft Parking Position to park the aircraft.

#### **J. Mechanical Delays**

The Airside Operations Manager will require departing aircraft delayed for mechanical reasons to be relocated from the Gate to a Remote Aircraft Parking Position under the following conditions:

1. Within thirty (30) minutes prior to the next scheduled flight arrival at the Gate.
2. It is at the discretion of the MOD to allow the Airline to reposition its aircraft to another Gate for a predetermined time and/or require the aircraft to relocate to a Remote Aircraft Parking Position.
3. There will not be any schedule adjustment to accommodate a mechanical delay that would affect any other Airline's scheduled activity.

#### **K. Engine Start**

Starting or running of aircraft engines for maintenance purposes while aircraft is positioned at the Gate is strictly prohibited, with the exception of idle engine runs approved by the MOD.

Engine start-up during pushback is strictly prohibited, except when approved by the Ground Handler crew.

#### **L. Aircraft and Vehicle Maintenance**

Airlines may not conduct aircraft or vehicle maintenance at the Gates, except routine maintenance which does not disrupt normal operations at the Gate or surrounding areas.

#### **M. Passenger Ground Boarding/Deplaning**

If a Gate with a Passenger Boarding Bridge is out of service, the MOD will use his/her best effort to accommodate the affected flight on another Gate with a Passenger Boarding Bridge or on a Gate without a Passenger Boarding Bridge.

Airlines performing ground boarding/deplaning must adhere to the following guidelines:

- The Airline should supply sufficient personnel and equipment to ensure the safety of passengers;
- The Airline shall ensure that no vehicles or equipment can cross the path between the Terminal and the aircraft during ground boarding/deplaning.

#### **N. Modifications**

The *Gate Rules and Procedures* are subject to change by action of the Director. Airlines will be provided 30 days advance written notice of proposed rule changes to allow for Airline review and comment.



## *Glossary*

**Airline or Airlines:** The operator of aircraft used in scheduled or non-scheduled passenger air transportation operations.

**Airline Operating Agreement:** The agreement between the Port and those Signatory Airlines providing service at the Airport, including its *Annex “A” Space/Use Permit*, and any attachments or amendments thereto, each as approved as to form by the Port Attorney.

**Airport:** The Oakland International Airport (OAK) owned and operated by the Port of Oakland.

**Airside Operations Manager:** The individual employed by the Board of Port Commissioners with the responsibility to manage day-to-day Airside activities, including administration of the Gate Management Rules and Procedures (or his or her designee) acting under the direction of the Assistant Director of Aviation.

**Assistant Director of Aviation:** That individual employed by the Board of Port Commissioners in that position having immediate charge of the Airport (or his or her designee) acting under the direction of the Director of Aviation.

**Arrival:** A flight by an Airline to deplane passengers, baggage and cargo.

**Common Use Gates:** All aircraft Gates at the Airport, some of which may be Preferentially or Secondarily Assigned at the sole discretion of the Airside Manager.

**Departure:** A flight by an Airline outbound to a specific destination.

**Destination:** An individual airport at a particular location.

**Director:** The individual employed by the Board of Port Commissioners as the Director of Aviation.

**Discontinue Date:** Date upon which service for a specific flight shall terminate.

**Domestic Flight:** A flight by an Airline providing scheduled commercial air service, including scheduled charter service, from OAK to destinations within the United States.

**Domestic Gate:** A Gate that provides direct access to and from the sterile area. All gates at OAK are Domestic Gates

**Effective Date:** Date upon which service for a specific flight shall commence.

**Emergency Flight:** Any aircraft emergency by nature of safety, security or other that is deemed necessary to arrive at OAK for passenger terminal or remote parking. Stated emergencies may include but not limited to “medical on-board” or “requests for LEO or security to meet the aircraft”.

**Federal Inspection Services (FIS):** Those services provided by federal agencies responsible for the inspection of passengers, baggage and cargo entering the United States, including but not limited to the Department of Homeland Security, Transportation Security Administration, Customs and Border Protection, Immigration and Customs Enforcement, U.S. Department of Agriculture and the U.S. Department of Health.

**Gate or Gates:** The portion of the Airport comprised of the aircraft parking position, Passenger Boarding Bridge (wherever applicable) and passenger hold room serving commercial airline aircraft; and includes hard-stand Positions 1B and 1C.

**International Arrivals Building (IAB):** Port Building M114 at the Airport where Federal Inspection Services are provided.

**International Flight:** A flight providing scheduled or unscheduled commercial air service, including charter service to/from Oakland for origins/destinations outside the United States.

**International Gate:** A gate or position that provides direct access to and from the sterile area, and also provides access to the IAB. Gates 1, 1A, 1B, 1C, 3 and 3A

**Manager on Duty (MOD):** The individual employed by the Board of Port Commissioners and assigned by the Airside Operations Manager to coordinate the immediate affairs of the Airport.

**Passenger Boarding Bridge:** Motorized bridge attached to the Terminal, used for the enplaning and deplaning of passengers.

**Preferential Gate Assignment:** Provides a Signatory Airline with first priority use for its own aircraft to such Gate(s) for a full calendar month (1<sup>st</sup> day of the month through the last day of the month) when such schedule has been submitted pursuant to the Scheduling Protocols; also known as **Preferential Gate or Preferentially Assigned Gate.**

**Regional Jets (RJ's):** Aircraft with a maximum seating capacity less than 80 seats, as defined in Jane's *All the World's Aircraft*.

**Remote Aircraft Parking Position(s):** An aircraft parking position that is located away from the terminal area.

**Remain Over-Night (RON):** An aircraft that parks over night at a gate or ramp area.

**Schedule Submittal Form:** That form (in such electronic format as deemed acceptable by the Airside Operations Manager) that must be submitted by a Signatory Airline and approved by the Airside Operations Manager before a Gate assignment is approved.

**Secondary Gate Assignment:** Provides any operator access to a gate not in use by a preferential assigned airline.

**Signatory Airline:** An Airline that has executed the *Airline Operating Agreement*.

**Sterile Area:** The area of the Airport designated from time to time by the Assistant Director of Aviation to which access is controlled by the inspection of persons and property in accordance with federally-approved security programs.

**Terminal:** All buildings and structures located within the Airport for the purpose of flight ticket purchase, passenger enplanement and deplanement, including sterile areas and adjoining aprons and roadways, public lobby waiting, baggage check-in and pick-up and those other services related to public passenger air transport.

**Turn:** A flight by an Airline that deplanes passengers, baggage and cargo upon arrival, remains at the Gate and then enplanes passengers, baggage and cargo within the allotted time specified in the Gate Rules and Procedures for the purposes of departing a flight to another destination other than the Airport.

**APPENDIX C**  
**to**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**GROUND SUPPORT EQUIPMENT SAFETY INSPECTION PROGRAM**

This Ground Support Equipment Safety Inspection Program (“Program”) sets safety and operational standards for Vehicles and Equipment, commonly referred to as ground support Equipment (“GSE”), operating within the Air Operations Area (“AOA”) of the Airport.

**A. PURPOSE**

The Program is necessary to ensure that all GSEs operating within the AOA are mechanically sound, safe to operate, operated safely, and appropriately located. The Program embraces industry leading best practices and is applicable to employees of all airlines, domestic and international, and their contracted service providers. It includes compliance expectations, random and periodic auditing, and an enforcement procedure.

The key goals of the program are to:

- Increase overall safety awareness by eliminating preventable accidents and/or injuries related to operating GSEs on the AOA;
- Prevent accidents and injuries that occur on the AOA because of unsafe driving practices and/or inadequate equipment maintenance.
- Prevent the release of hazardous materials from GSEs that have not been maintained;
- Ensure GSEs are clean with the current permit and company markings clearly visible; and,
- Prevent the abandonment of GSEs on the AOA.

**B. THE GROUND SUPPORT EQUIPMENT SAFETY INSPECTION PROGRAM**

- 1. Definitions.** Unless otherwise specified below, the words used in this Appendix follow the definitions provided in the Airport Rules and Regulations.

**Abandoned** – GSE, including both Vehicles and Equipment, that does not have a current Ramp Permit under the Airport Rules and Regulations and this Program; GSE that is not listed in any current Airport tenant’s equipment log; GSE without an Operator covered by a current tenancy agreement with the Airport; and Vehicles or Equipment deemed Abandoned after 30 days of neglect by the Operator, pursuant to the processes outlined in this Program.

**Derelict** – GSE, including both Vehicles and Equipment, that cannot reasonably perform the function for which it is designed, or is hazardous to persons, property, or the environment, or cannot operate safely on the AOA.

**Equipment** – GSE other than Vehicles. This GSE is exempt from registration with the California Department of Motor Vehicles and will not be operated outside of the AOA.

**GSE** – Any piece of mobile equipment, whether or not powered or self-propelled, purpose designed,

built, and used for ground handling, servicing, or field maintenance of civil transport aircraft on the ramp area of an airport, including both Vehicles and Equipment.

**Manager** – The Airport’s Air Operations Manager, namely the person employed by the Airport with the responsibility to manage all Airport operations within the AOA, or his or her designee.

**Operator** – The lawful owner or operator of any GSE entering or located at the Airport.

**Program** – This Ground Support Equipment Safety Inspection Program.

**Vehicle** – For purposes of this Program, a Vehicle is defined as a device, which, if it were in its proper operational condition, would have wheels or continuous tracks and could be lawfully driven or drawn on public streets. A “Vehicle” does not include devices moved exclusively by human power, such as a bicycle, or used exclusively upon stationary rails, such as a train car, nor does it include Equipment.

**Ramp Permit** – A permit issued by the Director or Assistant Director granting permission to operate a Vehicle or motorized Equipment within the AOA pursuant to Airport Rules and Regulations Section 7.3. As clarified in this Program, the Ramp Permit applies to all motorized GSE, such as baggage tugs, belt loaders, cargo loaders, and push backs, but does not include Equipment with no engine or moving parts.

## **2. AOA Access**

All Operators of motorized GSE entering or located upon the AOA must be in possession of a current, unexpired Ramp Permit, as applicable, for motorized GSE.

## **3. Maintenance Programs**

Each Operator shall file with the Airport a preventative maintenance program that covers all GSE owned or operated by the Operator at the Airport. Such program shall include:

- a. Periodic safety inspection schedules for each type of GSE;
- b. Procedures for taking mechanically unsound GSE out of service;
- c. Daily User Check Program for each type of GSE that includes provisions for inspection of: tires, head, tail and brake lights, horn, parking brake, handrails and guards, walk-around fluid leak check;
- d. All GSE maintenance records for a minimum of the preceding 24 months;
- e. An annual submittal to the Airport of an inventory of all GSE owned or operated at the Airport;
- f. Agreement to comply with Airport audits of GSE, including any GSE removal requests from the Port; and
- g. Agreement to be subject to the Vehicle and Equipment Abatement Program as described in Section C herein.

## **4. GSE Inspections**

To ensure safe and efficient operations in the AOA, the Manager shall complete various safety inspections of GSEs within the AOA, as described further below. All GSE within the AOA will be

subject to the following types of inspections:

**a. Initial Inspections**

Upon receipt of the Ramp Permit application from an Operator to use GSE within the AOA, the Manager shall schedule an initial inspection of the GSE covered in the Ramp Permit application. The Manager shall use the Vehicle and Equipment Checklist (Attachment C-1) (the “Checklist”) and the Vehicle and Equipment Scorecard (Attachment C-2) (the “Scorecard”) to determine whether the GSE is eligible for a Ramp Permit. The Manager will not issue a Ramp Permit for GSE until it meets the requirements stated in the Checklist and the Scorecard.

**b. Annual Safety Audits**

The Manager will schedule annual audits for all Operators. Each such audit shall be initiated by the Manager’s notice to an Operator that it must submit a list of all of its GSEs. The audit shall include a randomly selected and statistically significant sample, by equipment type, of the Operator’s GSE. Similar to initial inspections, the Manager shall use the Checklist (Attachment C-1) and the Scorecard (Attachment C-2) to assess the GSE during the inspection. Within 10 business days of the completion of the inspection, the Manager shall provide the Scorecard to the Operator and shall notify the Operator if re-inspection of one or more GSE is required. If the Manager identifies deficiencies during the inspection, they may issue a Courtesy Letter or Red-Tag the equipment, as appropriate, following the process described below in Section 5.

**c. Unannounced Inspections, Field Stops, and Targeted Safety Inspections**

From time to time, as may be deemed appropriate, the Manager shall conduct unannounced safety inspections of GSE at various locations within the AOA. In addition, the Manager may make random field stops and conduct visual inspections of GSE to ensure safe and proper operation. Finally, targeted safety inspections may be performed as needed based on industry standards, ongoing compliance issues or specific discrepancies. If the Manager identifies deficiencies during any of these unannounced inspections, the Manager will issue a Courtesy Letter to the Operator or Red-Tag the GSE, as appropriate, following the process described below in Section 5.

**d. Standards for Compliance**

1. For a fleet of GSE, passing inspection requires that no less than 70% of the total number of GSEs in a fleet scheduled for inspection pass the inspection.
2. A GSE that has a Major Deficiency or Gross Deficiency as described below in Section 5 fails the inspection.
3. Any GSE scheduled for inspection that is not available for inspection at the date and time specified receives an automatic fail.
4. Any GSE that fails the inspection is considered unserviceable until repaired and re-inspected by the Airport.
5. Any GSE deemed mechanically unsound or creating an airfield safety hazard shall be Red-Tagged and immediately removed from service pursuant to Section 7 below.
6. A passing score from the Port during a GSE inspection is not a certification that the GSE is in proper working order. Operators are solely responsible for the working condition of their GSE.



## **5. Safety Deficiencies & Resolution Process**

**a. Minor Deficiency/Courtesy Letter.** A Minor Violation consists of any of the following:

1. Inoperable light or horn;
2. Tires worn to minimal thread depth;
3. Minimal fluid leakage;
4. Appearance of GSE is not acceptable (e.g., must have clean paint job, no body damage, no dirt and grease on GSE); and/or
5. Any other safety or operational deficiency of minor to moderate severity.

If, upon inspection of GSE, the Manager finds a Minor Deficiency, the Manager will send a Courtesy Notice of such deficiency and the Operator will have 30 days from the date of the Courtesy Notice to correct the deficiency. If the Manager has not received a response within 30 days that the deficiency has been corrected, the Manager will send a notice to the Operator notifying them that they must correct the deficiency and pay a \$25 re-inspection fee. The Manager also will schedule a re-inspection of the GSE in question to confirm that the deficiency has been addressed. If the deficiency has not been corrected within 60 days of the original Courtesy Notice, the Manager will send a Non-Compliance Letter to the Operator stating that if the deficiency is not fixed within 30 days of the Non-Compliance Letter, the GSE may be subject to the Port's Impound and Salvage Program pursuant to Section C below. Vehicles with Minor Violations will be allowed to continue to operate within the AOA while the deficiency is being corrected, provided that GSE may be subject to the Port's Impound and Salvage Program if Operators do not timely respond to Non-Compliance Letters to address deficiencies.

**b. Major Deficiency/Red-Tag/Fails Inspection.** A Major Deficiency consists of either a major or gross violation, including the following:

### **Major Deficiencies**

1. Worn out tires;
2. Two or more inoperable lights;
3. Fluid leaks that are not considered minimal;
4. Emergency stops are inoperable;
5. Unsecured seat/seat belts;
6. Fire extinguisher, if required, expired or missing; and/or
7. Any other safety or operational deficiency of major severity.

## **Gross Deficiencies**

1. Inoperable brakes;
2. Exhaust system leaks;
3. Major body damage;
4. Loose/missing lug nuts;
5. Hitch not secured; and/or
6. Any other safety or operational vehicle deficiency that poses an imminent safety hazard.

If the Manager identifies a Major or Gross Deficiency during an inspection, the Manager will immediately fail the GSE and the Manager will place a “Red-Tag” or “Out of Service” tag in a visible location on the equipment to indicate that it cannot be operated within the AOA. The tag will remain on the GSE until it passes re-inspection. Any GSE that fails an inspection is prohibited on the AOA (i.e. immediately suspended from service until the deficiency is corrected), and the Operator will be required to remove the GSE within 24 hours. If the GSE is operated at the Airport before the deficiency has been fixed, the GSE will be impounded and the Operator will be responsible for impound fees plus fines pursuant to Section 7 below and the Airport Rules and Regulations, and may be subject to termination of any and all agreements with the Airport. Once the GSE is corrected, as confirmed by the Manager during a re-inspection, the Manager will issue a new Ramp Permit to the Operator to affix over the Red-Tag.

If the GSE has not been repaired or removed from the Airport within 24 hours by the Operator, the GSE may be removed or caused to be removed by the Manager or any Law Enforcement Officer to the Airport’s official impound area or other area designated by the Assistant Director pursuant to Section 7 below. In addition, if the GSE poses an immediate safety threat, the Manager may immediately remove the GSE pursuant to Section 7 below.

Any GSE impounded shall be released to the Operator upon a showing of proper identification of the Vehicle and upon payment of towing charges, any administrative charges, and the accrued parking and storage fees thereon pursuant to Sections 7 and 8 below, as applicable. If any impounded GSE is not claimed after thirty (30) days, the Manager may consider the GSE to be “Abandoned” under this Program and may follow the Vehicle and Equipment Abatement Program established below in Section C below. The Port shall not be liable for damage to any GSE or loss of personal property, which might result from the act of removal.

## **6. Initial Inventory Inspections**

No later than January 30, 2018, or as requested by the Airport thereafter, each Operator shall submit a GSE inventory to the Manager. The Manager will conduct Annual Safety Audits of all GSE inventory within twelve (12) months of receiving the list from the Operator, provided that such list is sufficient (as determined by the Manager). All GSE passing this inspection will be issued a Ramp Permit, if it does not already have one, under Section 7.3 of the Airport Rules and Regulations, as applicable. Any GSE that does not pass this inspection, must be removed from the AOA and repaired by the Operator.

The Manager shall follow all removal and impound procedures identified in Section 7 for GSE. If GSE has been impounded for more than 30 days, the GSE will be treated as Abandoned and the Manager shall follow the Vehicle and Equipment Abatement Program identified below in Section C, as applicable.

## **7. Impound of GSE Within the AOA (Vehicles and Equipment)**

### **a. Authority and Process for Impound – Safety Hazards, Disabled, Abandoned, and Derelict GSE**

Any Law Enforcement Officer or the Manager shall remove or caused to be removed from any restricted or reserved areas, any roadway or right-of-way or any other area of the Airport any GSE, which is disabled, Abandoned, illegally improperly parked, Derelict or which creates an operational safety or security issue, or an environmental hazard at the Airport.

If there is an existing tenant agreement with the Operator of the GSE subject to removal under this Section, the Port may ask the Operator to remove the GSE to a Port-identified storage location pursuant to Section 7(e) below.

### **b. Imminent Safety Hazard – Equipment and Vehicles**

Any GSE within the AOA that poses an imminent safety hazard is subject to immediate impound. Once identified through the inspection process above, the Manager may immediately remove the GSE to a storage area on Port property.

### **c. Derelict GSE**

The Assistant Director and Air Operations Manager shall follow the Derelict GSE notification process defined in this Program to address the necessary impound of Derelict Vehicles.

Prior to impound, the Operator of GSE considered Derelict within the AOA shall be contacted to remove the GSE. The notification process shall be as follows:

1. First Notification: Upon first observation, the Manager shall contact a representative of the company responsible for such GSE to request removal.
2. Second Notification: After a period of at least one-hour a second request for removal shall be made, which shall include a notice of intent to impound.
3. Third Notification: After a period of not less than 24 hours from the first notification, the GSE shall be removed to a storage area on Port property either on the AOA or immediately adjacent to the AOA.
4. Notification on the Vehicle: If the GSE is considered a “Vehicle” based on the definition in this Program, the Manager shall attach a distinctive notice to the vehicle 72 hours prior to removal, which states clearly: **THE PORT OF OAKLAND WILL REMOVE THIS VEHICLE TO A PORT- OPERATED STORAGE LOT IF NOT REMOVED WITHIN 72 HOURS.**
5. Derelict GSE that an Operator has failed to fix, retrieve or remove within 30 days after removal may be considered Abandoned and disposed of pursuant to the

Vehicle and Equipment Abatement Program established in Section C of this Program, as applicable.

**d. Abandoned GSE**

If not otherwise removed as Derelict under Section 7(c) above, Vehicles and Equipment deemed Abandoned by the Port shall be removed pursuant to the process identified below in Section C, the Vehicle and Equipment Abatement Program.

**e. Illegally Parked Vehicles in AOA**

Section 22651 of the California Vehicle Code authorizes the removal of a Vehicle “[p]arked or left standing where local authorities, by resolution or ordinance, have prohibited parking and have authorized the removal of vehicles.” (Cal. Veh. Code § 22651(n).) The Port shall post signs giving notice that a Vehicle may be removed from any area in order to use this Section to remove a Vehicle, in addition to following the direct notice requirements set forth in Section 7(b) above for the removal of Derelict GSE.

**f. Storage Location**

The Manager shall identify a storage location on Port property to hold all removed GSE. The Port shall post a “Towing Fees and Access Notice” sign in the office where GSE is being stored in substantially the form provided as Attachment C-3.

**g. Impound Retrieval**

Charges and fees (as defined below) shall be attached to all impounded GSE. Steps for retrieving impounded GSE shall include the following:

1. Operators of impounded GSE are to report to the Manager to pay impound charges and fees, including any cost recovery entitled to the Port as described below in the section: “Port Recovery Costs”.
2. GSE Operator shall contact the Manager to arrange for access to the impound lot for GSE retrieval. The Operator shall present a receipt of impound charges and fees paid before such GSE shall be released.
3. The Operator shall be allowed to receive their personal property during normal business hours (Mon-Fri, 8:00 a.m. to 5:00 p.m.) and to retrieve their vehicle during the first 72 hours without paying a lien fee.
4. If any impounded Vehicle or Equipment is not claimed after thirty (30) days, it will be deemed “Abandoned” under this Program and may be disposed of in the manner identified below under Section C, the Vehicle and Equipment Abatement Program, as applicable.
5. Any GSE impounded by the Port shall be released to the Operator thereof upon proper identification of the Vehicle by the person claiming it and upon payment of towing charges, any administrative charges, and the accrued parking and storage fees thereon.

6. The Port shall not be liable for damage to any vehicle or loss of personal property, which might result from the act of removal.
7. Operators of GSE shall contact the Manager to arrange for access to the impound lot for GSE retrieval. The GSE Operator shall present a receipt of impound charges and fees paid before such GSE shall be released.
8. Impound charges and storage fees shall include: \$150 impound charge plus \$25 per day of storage fees in addition to any third-party towing fees.

#### **h. Port Recovery Costs**

All damages, costs and attorney's fees, including amounts attributable to Port Attorney time, incurred by the Port in the removal of any Vehicle (which includes GSEs) as set forth herein shall be recoverable against the owner or Operator of said Vehicle, and the owner or Operator of such Vehicle shall have no claim against the Port or any Person acting at the direction of the Assistant Director for damage to such Vehicle as a result of such removal or disposal. In any case in which a Vehicle is removed or relocated pursuant to this Program, the owner or Operator of such Vehicle shall indemnify, defend and hold harmless the Port, its officers, employees and agents, from and against any costs, expenses, claims or other damages incurred by or claimed against the Port or such Persons arising from such removal and disposal, unless such owner or Operator can demonstrate that such costs, expenses, claims or other damages were solely the result of the gross negligence or willful misconduct of the Port or its officers, employees or agents.

When the Operator comes to retrieve GSE or Vehicle, the Manager shall provide an itemized invoice of actual charges to the Operator or his/her agent with all costs identified above. In addition, the itemized invoice shall provide all of the following information:

1. Name, address and phone number and carrier ID number of person that is charging for towing and storage;
2. Registered Operator's name, address and phone number (if known);
3. Date of removal;
4. For vehicles, include a description of vehicle year, make, model, odometer reading, license plate number or VIN if license is unavailable;
5. Dispatch time for removal, arrival of tow truck and completion time;
6. Daily storage rate of \$25; and
7. Method of towing.

#### **8. Recordkeeping and Reporting**

The Manager shall be the record-keeper for all inspection documents under this Program. The Manager shall provide quarterly reports to the Assistant Director on the results of all such inspections.

## **9. Incorporation of Program**

To the extent permitted by law, any tenancy agreement, lease, license, or permit authorizing use of GSE on the AOA shall make reference to and incorporate and be deemed to incorporate this Program and the Vehicle and Equipment Abatement Program below.

### **C. VEHICLE AND EQUIPMENT ABATEMENT PROGRAM**

If not previously removed as Derelict GSE, the removal of Abandoned GSE will follow the procedures established in this Vehicle and Equipment Abatement Program. Once removed, the Port shall follow the procedures identified in this Abatement Program to dispose of any Abandoned GSE.

#### **1. Equipment Versus Vehicle**

California law has different requirements for disposition of Abandoned Equipment (Cal. Civil Code § 2080 *et. seq.*) versus Abandoned Vehicles (Cal. Veh. Code § 22600 *et. seq.*). The Manager shall first determine whether the Abandoned GSE is a Vehicle or Equipment, as defined in this Program. If a Vehicle, the Manager shall follow the Vehicle Abatement Program established below in Section C(3). If the GSE at issue is Equipment, the Manager shall follow the Equipment Abatement Program identified below in Section C(2).

#### **2. Equipment Abatement Program**

Abandoned Equipment shall be removed from the AOA following the procedures identified above in Section B(7) for Derelict GSE and held by the Port for at least 90 days. If the Operator of such Abandoned Equipment can be found or ascertained, such Equipment shall be restored to such Operator on demand upon proof of ownership and the payment of any and all costs incurred by the Port in removing, storing, and caring for the Equipment.

If, after 90 days, such Abandoned Equipment remains unclaimed or unredeemed by the Operator by paying the costs for the removal, storage, and caring thereof, thereafter the Abandoned Equipment shall be sold at public auction or otherwise disposed of for salvage, scrap, or waste pursuant to the procedures outlined in Port Ordinance No. 4321, Section 16, Surplus Supplies. If sold at public auction, the Manager shall give notice of such auction at least five days prior to the date of the auction sale by the publication of such notice once in a newspaper of general circulation published in the City of Oakland. Such notice shall give the time of the sale, the place of the sale, and any outstanding charges against the Equipment.

#### **3. Vehicle Abatement Program (CA Vehicle Code 22660-22669) (VEHICLES ONLY)**

Vehicles deemed Abandoned by the Port may be eligible for salvage. The following establishes a Vehicle Abatement Program within the AOA and describes procedures for the abatement and disposition, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private or public property, and for the recovery of costs of administration and the removal pursuant to Sections 22660-22669 of the California Vehicle Code.

The Abandoned Vehicle Abatement Program would allow the Port to salvage and sell, or otherwise dispose of, the Vehicle if the registered owner within a certain timeframe does not claim the Vehicle. Port employees shall administer the Abandoned Vehicle Abatement Program and shall adhere to the strict procedures identified below.



**a. Notice of Intent to Remove.** Not less than 72 hours before removing the Vehicle, the Manager shall attach a distinctive notice to the Vehicle which states: **PORT WILL REMOVE THIS VEHICLE WITHIN 72 HOURS.**

**b. Lien.** Port shall have an immediate lien over the Vehicle for cost of storage and safekeeping of the Vehicle once the Vehicle is removed.

**c. Determine the Value of Vehicle.** Upon removal, the Manager shall determine the value of the Vehicle for lien sale purposes and shall follow the applicable procedures set forth as follows:

- (1) Vehicles Valued at \$500 or less: Follow the procedures identified in Section d below to dispose of the Vehicle.
- (2) Vehicles Valued Between \$500 and \$4,000: Port has a lien on the Vehicle for towing, storage (up to 60 days) and lien sale fees (\$70). Follow the lien sale procedures identified in Section e below to dispose of the Vehicle.
- (3) Vehicles Valued Above \$4,000: Port has a lien on the Vehicle for towing, storage (up to 120 days) and lien sale fees (\$100). Follow the lien procedures identified in Section f below to dispose of the Vehicle.

**d. Disposal Process for Vehicles Less Than \$500**

- (1) Notify Stolen Vehicle System. Immediately after removal, notify the Stolen Vehicle System of the Department of Justice in Sacramento of removal.
- (2) Identify Owner. Obtain the names and address of all persons with an interest in the Vehicle, if any, from the DMV directly or by using the California Law Enforcement Telecommunications System.
- (3) Notice of Intent to Abate to Owners. Within 48 hours of removal (excluding weekends and holidays), or after deeming a Derelict GSE Vehicle Abandoned (30 days after removal if not fixed, retrieved or removed by owner/Operator), send a Notice of Intent to Abate to the registered and legal owners at the address provided by DMV and to any other person with a known interest in the Vehicle (collectively, the “Interested Parties”) by certified or first class mail. Notice must include:
  - i. Name, address and phone number of the Port;
  - ii. Location of the place of storage and description of the Vehicle, including ID number, plate, and mileage;
  - iii. Authority and purpose for the removal;
  - iv. Notice of Intent to Abate: Statement that the Vehicle may be disposed of 15 days from the date of the notice; and
  - v. Statement that the Operators, owners and Interested Parties have an opportunity for a post storage hearing before the Port if they make a request in person, in writing or by phone within 10 days from the date of the notice.

(4) Hearing. If the owner or Operator requests a hearing within 10 days of mailing the Notice of Intent to Abate, the Port shall stay abatement proceedings and hold an administrative hearing.

- i. If the owner/Operator submits a sworn written statement denying responsibility for the presence of the Vehicle this shall be construed as a request for a hearing.
- ii. If no hearing is requested, the Manager may remove and abate the Vehicle.
- iii. If requested, a hearing shall be held within 48 hours of the request, excluding weekends and holidays.
- iv. Such a hearing shall be conducted in accordance with the administrative process set forth in Section 11.3 of the Airport Rules and Regulations as such process may be modified to account for the timing and findings specified in the Program. Hearing Officers shall not include the same person who directed the storage of the Vehicle.
- v. Failure of the owner/Operator to request a hearing, or failure to attend a requested hearing, satisfies the post-storage hearing requirements.
- vi. Determination: If the Hearing Officers determine that there were reasonable grounds to believe the Vehicle was Abandoned, then the Port may issue authorization for disposal.
- vii. If the Hearing Officers determine that there were not reasonable grounds to believe that the Vehicle was abandoned, then the owner/Operator shall not be responsible for towing and storage fees.
- viii. The Lien process cannot be authorized until a post-storage hearing, if requested, and any judicial review, if filed, has been concluded.
- ix. If the owner/Operator disagrees with the decision of the Port during the hearing, then the decision may be reviewed in court under California Government Code 11523.

(5) Disposal Authorization. Within 15 days of a Notice of Intent to Abate, if the Vehicle remains unclaimed and storage and towing fees have not been paid and no hearing requested, the Manager may authorize disposal of the Vehicle to a licensed dismantler or scrap iron processor.

(6) If the Vehicle is claimed by the owner/Operator within 15 days, the Port may recover impound and storage fees of \$150 impound and \$25/day plus any third-party towing fees.

(7) The Port shall retain the paperwork related to disposal for ninety days.

**e. Disposal and Lien Process For Vehicles Between \$500-\$4,000 (Cal. Civ. Code § 3072)**

(1) Identify Owners/Application to DMV. Within 15 days of removal of a Vehicle, or after deeming a Derelict GSE Vehicle Abandoned (30 days after removal if not fixed, retrieved or removed by Operator), the Manager shall submit the REGISTRATION

INFORMATION REQUEST FOR LIEN SALE FORM<sup>1</sup> to the DMV to obtain names and addresses of the registered and legal owners of record.

(2) Notice of Pending Lien Sale Form to Owners. Immediately upon receipt of names of legal owners and Interested Parties from DMV, the Manager shall send a NOTICE OF PENDING LIEN SALE FORM by certified mail (return receipt requested) or US Postal Service Certificate of Mailing to all of the following:

- i. Registered owners
- ii. Legal owners
- iii. Any known Interested Parties; and
- iv. DMV

Department of Motor Vehicles  
Lien Sales Unit  
PO Box 932317  
Sacramento, CA 94232-3170

Each recipient should also receive a return envelope pre-addressed to the DMV and a return envelope preaddressed to the Port.

If DMV has no record of the Vehicle, the Manager shall send the NOTICE OF PENDING LIEN SALE FORM by certified mail (return receipt requested) or US Postal Service Certificate of Mailing to:

- i. Each Interested Party known to the Port; and
- ii. DMV

(3) Opposition to Sale. If a DECLARATION OF OPPOSITION FORM is timely filed with the DMV, DMV will deny the lien sale or cancel the authorization requested by the Port. Once DMV receives a DECLARATION OF OPPOSITION FORM, DMV will notify the Port within 16 days that a lien sale is no longer authorized unless the Port files an action in court within 30 days of the DMV notice and is successful.

(4) Notice of Sale. At least 10 days prior to a lien sale, the Manager shall post the NOTICE OF PENDING LIEN SALE FORM in a conspicuous place in AOA Office area and at the sale location site. The Port shall identify an appropriate sale location that is readily available to the public and post notice so that the registered owners, legal owners, and Interested Party addresses are not visible (fold in half). Such notice shall include:

- i. Date and time of the sale;
- ii. Description of the Vehicle, including the make, year, model, ID number, license number and state of registration. For motorcycles, include engine number as well;
- iii. Keep Notice of Sale posted until the sale is completed.

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<sup>1</sup> All forms referenced in this Section C can be found on the California Department of Motor Vehicles website <https://www.dmv.ca.gov/>.

(5) The Port may continue to pursue the lien sale by obtaining and submitting the following to the DMV Lien Sales Unit identified above:

- i. The original signed copy of a RELEASE OF INTEREST from the person filing the DECLARATION OF OPPOSITION. This can be a letter or Statement of Facts.
- ii. A copy of the court judgment with a copy of the plaintiff's claim and Statement of Facts stating, "A court judgment has been received in the lienholder's favor. It has been at least 35 days and no money has been received."
- iii. A completed and signed Application to Continue Lien Sale After Unsuccessful Service (PDF) form and court documents.

After receiving the documents, DMV will send a letter allowing the sale to continue. In all cases, the Port shall wait for DMV authorization to proceed with a lien sale.

(6) Hold Lien Sale. On the sale date, the Vehicle must be available for inspection at least one hour prior to the sale. A lien sale is a public auction. Anyone may appear and bid. Sealed bids are not allowed. The sale shall be conducted in a commercially reasonable manner.

(7) Post Lien Sale. The Manager shall complete the CERTIFICATE OF LIEN SALE FOR VEHICLE VALUED \$4,000 or LESS and give it to the buyer along with the DMV Vehicle record history information (Step #1) and the postal receipts or the U.S. Postal Service Certificate of Mailing and Posting (Step #2).

(8) The Port can recoup fees identified below in Section C(g). If excess money is received from the sale of the Vehicle, the Manager shall make a copy of the CERTIFICATE OF LIEN SALE FOR VEHICLE VALUED \$4,000 or LESS and mail the form with the excess money to the Lien Sales Unit within five days of the sale date to DMV Lien Sales Unit.

Department of Motor Vehicles  
Lien Sales Unit  
PO Box 932317  
Sacramento, CA 94232-3170

(9) Following a Lien sale, the Manager shall:

- i. Remove and destroy the Vehicle's license plates
- ii. Complete the Notice of Release of Liability Form and Certificate of Lien Sale for Vehicle Valued \$4,000 or Less with excess fees and file with DMV within five days of the sale
- iii. Collect all fees pursuant to Section C(3)(g).

**f. Lien Process for Vehicles Over \$4,000 (Cal. Civ. Code § 3071)**

- (1) File Application and Identify Owners. No later than 30 days after removal, or after deeming a Derelict Vehicle Abandoned (30 days after removal if not fixed, retrieved or removed by Operator), the Manager shall file an APPLICATION FOR A LIEN SALE AUTHORIZATION AND LIENHOLDER'S AUTHORIZATION FORM to the DMV for lien sale authorization and to Interested Parties related to the Vehicle. The Manager shall include a \$5 fee (redeemable from buyer or debtor) and include the Port contact name and address in the application to receive a copy of all notices sent by DMV.
- (2) DMV Sends Notice. DMV will send formal notice to the legal owners and to any other person whose name and address is listed in the application to notify them of the Port application for a lien sale and right to a court hearing.
  - i. If the Vehicle is registered in a foreign state, DMV will notify the vehicle registry agency of that state.
- (3) Opposition. An Operator can file a Declaration of Opposition within 10 days of notice from DMV with a request for a court hearing.
  - i. If the Operator files an opposition, DMV will notify Port within 16 days of receipt that a lien sale shall not be conducted unless the Port files an action in court within 30 days of the DMV notice.
  - ii. In all cases, the Port must wait for DMV authorization to proceed with a lien sale.
- (4) Storage liens may be for a storage period not exceeding 120 days (\$3000).
- (5) Notice for Lien Sale.
  - i. Newspaper: The Port shall publish the intent to sell within a public newspaper of general circulation for 10 consecutive days at least 5 days, but not more than 20 days (not counting day of sale) prior to lien sale.
  - ii. On Site: The Manager shall post notice in the location where the Vehicle is to be sold for 10 consecutive days prior to and including the day of the sale.
  - iii. Direct Notice to All Potential Owners: The Manager shall send a Notice of Pending Lien Sale form 20 days prior to the sale by certified mail with return receipt requested to:
    1. Registered and legal owners of the Vehicle, if registered in CA
    2. All persons known to have an interest in the Vehicle
    3. DMV
    4. The notice shall include:
      - a. Make, year, model and Vehicle ID number, license number and state of registration, if available;
      - b. Specific date, exact time, and place of sale; and

c. For motorcycles, include engine number as well.

(6) Hold Lien Sale. The Manager shall make the Vehicle available for inspection at a location easily accessible to the public for at least one hour before the sale. If the sale location, date, or time changes in any way, to the Manager shall re-notice the sale. The sale shall be invalid if the location, date and time do not exactly match the notice provided to all Interested Parties, owners and Operators.

(7) Following a lien sale, the Manager shall:

i. Remove and destroy the Vehicle's license plates.

ii. Complete the Notice of Release of Liability form and send it to DMV within five days of the sale.

(8) Within 10 days of a sale, the legal or registered owner still may have the right to redeem the Vehicle upon the payment of the amount of the sale, all costs and expenses of the sale, together with interest on that sum at the rate of 12% per annum from the due date. If the Vehicle is not redeemed, all lien sale documents shall be delivered to the buyer.

**g. Fee Recovery for Lien Sales**

(1) Storage Fees. If the Manager can identify the owner:

i. Vehicles Under \$4000

a. So long as proper notice is provided pursuant to this Program, each day of storage shall be charged up to a maximum storage fee of 60 days (\$1,500).

ii. Vehicles Over \$4000

a. So long as proper notice is provided pursuant to this Program, each day of storage beginning 3 days after notice is sent to the Operator, up to a maximum storage fee of 120 days (\$3,000).

(2) Lien Sale Fees.

i. Vehicles Under \$4,000 = \$70

ii. Vehicles Over \$4,000 = \$100

(3) Legal Fees. If an Operator brings an action to recover the Vehicle alleging that it was wrongfully withheld by the Port, the prevailing party shall be entitled to reasonable attorney's fees and costs, not to exceed \$1,750 for the prevailing party.

(4) Fees Back to DMV. Once storage fees, lien sale fees and any legal fees are recovered by the Port, the Port shall forward any remainder to the DMV Lien Sales Unit Sacramento headquarters within five days of the sale with a copy of the Certificate of Lien Sale:

DMV  
Lien Sales Unit MS E143  
PO Box 932317  
Sacramento, CA 94232-3170



**ATTACHMENT C-1**  
**Vehicle and Equipment Inspection Checklist**



The best way to San Francisco Bay.

## Vehicle and Equipment Inspection Checklist

☐ Pass  
☐ Fail

Company Name _____		Citation _____
Driver Name _____		Vehicle Equipment Type _____
AOA Badge # _____		Company Vehicle/Equipment # _____
Date _____	Time _____	Mileage or Hour Meter _____
Location _____		OAK Permit # _____

	Pass	Fail	NA		Pass	Fail	NA
<u>Lights</u>				<u>Body</u>			
A-Headlights <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A-Doors <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B- Tail Lights <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B-Hood <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C- Brake Lights <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C- Seats Secured <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D- Reverse Lights <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D- Bumper <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E- Signal Lights <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E- Hitch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F- Hazard Lights <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
G- Lens <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	notes: _____			
notes: _____							

	Pass	Fail	NA		Pass	Fail	NA
<u>Tires</u>				<u>Fluid Leaks</u>			
A-Uneven wear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A- Engine Oil <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Front Left <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B-Transmission Oil <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Front Right <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C- Coolant <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rear Left <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D- Fuel <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rear Right <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E- Hydraulic Oil <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B- Nail Damage <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F-Lavatory Fluid <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C- Pressure <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	notes: _____			
notes: _____							

	Pass	Fail	NA		Pass	Fail	NA
<u>Steering/Suspension</u>				<u>Cargo Lift</u>			
A-Noise <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A-Hydraulic Cylinder <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notes: _____				B-Rollers <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				C-Locking Mechanism <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Notes: _____			

	Pass	Fail	NA		Pass	Fail	NA
<u>Exhaust System</u>				<u>Safety Devices</u>			
A-Smoking/Fumes <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A- Interlocks <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B-Rattling/Loose <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notes: _____			
Notes: _____							

	Pass	Fail	NA
<u>Brakes</u>			
A-Operational <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B-Park Brake <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Inspector: \_\_\_\_\_ Airport Operations \_\_\_\_\_

White- Employer   Pink-Operations   Yellow-File   Blue-Recipient

**A passing score does not constitute a certification from the Port that the GSE is in proper working order. Operators are solely responsible for the working condition of their GSE.**

**This Checklist may be amended from time to time by the Assistant Director or the Air Operations Manager as necessary to ensure the safe operation of GSE within the AOA.**

**ATTACHMENT C-2**

**Ground Support Equipment Safety Inspection Program Scorecard**



**OAK**  
**Ground Support Equipment Safety Inspection Program**  
**Scorecard**

<u>Employer Name:</u>		<u>Permit or Lease #</u>		<u>Grade</u>	<u>% of GSE Passed</u>
<u>Contact Name:</u>		<u>Title:</u>		<input type="checkbox"/> <u>A</u>	<u>90% - 100%</u>
<u>Contact Phone # or Email:</u>				<input type="checkbox"/> <u>B</u>	<u>80% - 90%</u>
<u>Inspection Type</u>	<input type="checkbox"/> <u>Audit</u>	<input type="checkbox"/> <u>Random</u>	<u>Inspection Date:</u>	<input type="checkbox"/> <u>C</u>	<u>70% - 80%</u>
<u>Number of GSE Inspected:</u>	<u>Number Passed:</u>	<u>Number Failed:</u>		<input type="checkbox"/> <u>Fail</u>	<u>Below 70%</u>

<u>1</u>	<u>Type of GSE</u>	<u>AOA Permit #</u>	<u>Remarks</u>	<u>Pass/Fail</u>	<u>Note:</u> If inspecting an Operator's fleet of GSE, passing inspection requires that no less than 70% of the total number of GSEs scheduled for inspection, pass the inspection.  Any GSE scheduled for inspection that is not available for inspection at the date and time specified receives an automatic fail.  Any GSE that fails the inspection is considered unserviceable until repaired and reinspected by the Airport.  Any GSE deemed mechanically unsound or creating an airfield safety hazard shall be red tagged and immediately removed from service pursuant to this Program.
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<u>26</u>					

**A passing score does not constitute a certification from the Port that the GSE is in proper working order. Operators are solely responsible for the working condition of their GSE.**

**This Scorecard may be amended from time to time by the Assistant Director or the Air Operations Manager as necessary to ensure the safe operation of GSE within the AOA.**

## **SAFETY DEFICIENCY**

### **Minor Violation**

- Inoperable light & horn
- Tires worn to minimal thread depth
- Minimal fluid leakage
- Appearance of GSE is not acceptable (clean paint job, no body damage, no dirt and grease on GSE)
- Any other safety or operational vehicle deficiency of minor or moderate severity

## **RED TAGGED**

### **Major Violation**

- Tires worn out
- Two or more inoperable lights
- Fluid leaks
- Emergency stops inoperable
- Seat/seat belts not secured
- Fire extinguisher, if required, expired or missing
- Any other safety or operational vehicle deficiency of major severity

### **Gross Violation**

- Inoperable brakes
- Exhaust system leaks
- Major body damage
- Loose/missing lug nuts
- Hitch not secured
- Any other safety or operational vehicle deficiency that poses an imminent safety hazard

**ATTACHMENT C-3**  
**Towing Fees and Access Notice**



## **TOWING FEES AND ACCESS NOTICE FOR VEHICLES**

Note: The following information is intended to serve as a general summary of some of the laws that provide vehicle owners certain rights when their vehicle is towed. It is not intended to summarize all of the laws that may be applicable nor is it intended to fully and completely state the entire law in any area listed. Please review the applicable California code for a definitive statement of the law in your particular situation.

### **1. How much can a towing company charge?**

Rates for public tows and storage are generally established by an agreement between the law enforcement agency requesting the tow and the towing company (to confirm the approved rates, you may contact the law enforcement agency that initiated the tow; additionally, these rates are required to be posted at the storage facility).

Port towing: \$150 impound charge plus \$25 per day of storage fees

### **2. Where can you complain about a towing company?**

Contact: [Provide Aviation Contact to field any complaints]

### **3. Your rights if your vehicle is towed:**

Generally, prior to paying any towing and storage-related fees you have the right to:

- a. Receive an itemized invoice of actual charges.
- b. Receive your personal property, at no charge, during normal business hours.
- c. Retrieve your vehicle during the first 72 hours of storage and not pay a lien fee.
- d. Request a copy of the Towing Fees and Access Notice.
- e. Pay by cash or valid bank credit card.
- f. Inspect your vehicle or have your insurance carrier inspect your vehicle at the storage facility, at no charge, during normal business hours.
- g. You have the right to have the vehicle released to you upon:
  - i. payment of all towing and storage-related fees,
  - ii. presentation of a valid photo identification,
  - iii. presentation of reliable documentation showing that you are the owner of the vehicle or that the owner has authorized you to take possession of the vehicle, and
  - iv. if applicable, presentation of any required police or law enforcement release documents.

### **4. What if I do not pay the towing and storage-related fees or abandon my vehicle?**

Pursuant to Sections 3068.1 to 3074, inclusive, of the Civil Code, a towing company may sell your vehicle and any moneys received will be applied to towing and storage-related fees that have accumulated against your vehicle.

### **5. You are responsible for paying the towing company any outstanding balance due on any of these fees once the sale is complete.**

### **6. Who is liable if my vehicle was damaged during towing or storage?**

Generally the owner of a vehicle may recover for any damage to the vehicle resulting from any intentional or negligent act of a person causing the removal of, or removing, the vehicle.

### **7. What happens if a towing company violates the law?**

If a tow company does not satisfactorily meet certain requirements detailed in this notice, you may bring a lawsuit in court, generally in small claims court. The tower may be civilly liable for

damages up to two times the amount charged, not to exceed \$500, and possibly more for certain violations.

**CA VEHICLE CODE 22651.07**

**APPENDIX ~~DA~~**  
**TO**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**AOA VEHICLE REQUIRED-INSURANCE LIMITS**

The minimum limits of insurance for Vehicles operated on public Ramp areas or on other portions of the AOA are as follows:

1. in the case of Vehicles used in connection with Commercial Aircraft or otherwise for Commercial purposes or operating in an AOA, automobile liability insurance is required for all such owned, non-owned or hired Vehicles in an amount no less than a combined single limit of \$5,000,000 each accident for bodily injury and property damage, and

2. in the case of a Vehicle used for non-Commercial personal purposes in the North Field, automobile liability insurance for all owned, non-owned or hired Vehicles must be in an amount no less than \$100,000 per person and \$300,000 per occurrence for injury or death to person(s) and of \$100,000 for damage to property, or a combined single limit of \$300,000 for bodily injury and property damage, and

3. in the case of any other Vehicle used for Commercial purposes in the North Field, automobile liability insurance is required for all such owned, non-owned or hired Vehicles in an amount no less than a combined single limit of \$5,000,000 per accident for bodily injury and property damage or as otherwise described in the “OAKLAND INTERNATIONAL AIRPORT MINIMUM STANDARDS FOR PROVIDERS OF AERONAUTICAL SERVICES AND SELF FUELING AT THE NORTH FIELD ADOPTED BY PORT ORDINANCE 4126, MAY 18, 2010, AS AMENDED BY PORT ORDINANCE 4183, APRIL 5, 2012” as may be subsequently amended.

4. All evidence of insurance required in this Appendix and other correspondence relating to insurance matters, other than those submitted with an application for a permit with the Airport, shall be mailed to the Port of Oakland/Oakland International Airport, Attn: Risk Transfer Office, One Airport Drive, Box 45 Oakland, CA 94621, or to such other place as the Risk Manager may designate in writing from time to time.

**APPENDIX E**  
**to**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**GROUND TRANSPORTATION, TAXICAB, AND TNC INSURANCE**

a) **Insurance Requirement.**

Each Airport Permit ~~Holder, or~~ Taxicab Permit Holder, and TNC Permit Holder shall obtain and maintain or cause to be obtained and maintained insurance coverage, insuring against specific and general liabilities as described in this ~~Section 8.3~~Appendix arising from the operation of Ground Transportation Vehicles, ~~and~~ Taxicabs, and TNC Vehicles by the Permit Holder, or TNC Permit Holder or ~~their~~its Drivers or TNC Drivers and as may be required from time to time by the Commission or by state law; provided, however, that as long as the Commission establishes exclusive requirements with respect to insurance for Limousine operators, the requirements established by the Commission for Limousine operators shall supersede the requirements set forth in Sections ~~8.3~~(d) below with respect to Permit Holders of Limousine Permits. At a minimum, TNC Permit Holders shall carry all policies, coverages, and limits as required in AB 2293; CPUC Decision 14-11-043 (November 20, 2014) and CPUC Decision 16-04-041 (April 21, 2016), as they may be amended; and any subsequent CPUC rule, state or federal statute, applicable local ordinance, or as described herein (whichever coverage is broader and whichever limit is higher, as determined by the Port).

b) **Evidence of Insurance.**

Prior to issuance of an Airport Permit ~~to a Qualified Operator, or~~ Taxicab Permit ~~to a Qualified Taxicab Operator (in this section, both a Qualified Operator and Qualified Taxicab Operator are both represented by the term Qualified Operator), or~~ TNC Permit, the Qualified Operator (in this section, both a Qualified Operator and Qualified Taxicab Operator are both represented by the term Qualified Operator) or TNC Permit Holder shall provide evidence of all insurance required by these Rules and Regulations to the Risk Manager either by production of the actual insurance policy(ies), by broker's letter acceptable to the Risk Manager in both form and content in the case of foreign insurance syndicates, by certificates of insurance by the insurance company, or by other written evidence of insurance acceptable to the Risk Manager. At a minimum, all evidence of insurance shall contain the applicable policy numbers, the coverage amount limits, the inclusive dates of policy coverage, the insurance carrier's name, and evidence of other provisions as more fully described in ~~8.3~~Section (e) below. The Port reserves the right to require the Qualified Operator or TNC Permit Holder to submit to the Port, upon request, copies of all required insurance policies and all pertinent information about the agent and carrier providing such insurance.

c) **Cancellation/Renewal.**

At least thirty (30) days prior to the expiration date of any insurance policy, the Airport Permit Holder, Taxicab Permit Holder, (Airport Permit or Taxicab Permit) or TNC Permit Holder shall file documentation showing that the required insurance coverage has been renewed or extended. If any required policy of insurance is to be canceled or coverage reduced, Permit Holder or TNC Permit Holder shall, no less than fifteen (15) days before any termination or reduction of coverage (ten (10) days in the event of cancellation due to non-payment of premium), file with the Risk Manager evidence that the required insurance has been reinstated or provided through another insurance company.

d) **Minimum Scope of Insurance.**

The insurance limits specified herein may be reviewed for adequacy annually by the Risk Manager who may thereafter require Permit Holders or TNC Permit Holder upon renewal of an Airport Permit or Airport Taxi Permit to adjust the amounts, types of coverage and insurance form(s) to what the Risk Manager in his/her sole discretion deems adequate.

1. Automobile Liability.

(i) Each Permit Holder shall maintain or cause to be maintained automobile liability insurance with policy limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage, unless the CPUC has mandated a different amount; provided that, such automobile liability limit shall be \$1,500,000 per accident for shuttles and buses with a seating capacity of 8 to 15 passengers and \$5,000,000 per accident for shuttles and buses with a seating capacity of 16 or more passengers.

(ii) Each TNC Permit Holder shall maintain commercial, primary automobile liability insurance policies in the following amounts during the following time periods when a TNC Vehicle is on TNC Airport Property (the references to Periods correspond to those set forth in the definition of TNC Services):

(a) Period 1: Not less than Fifty Thousand Dollars (\$50,000) for bodily injury including death per person, One Hundred Thousand Dollars (\$100,000) for bodily injury including death each accident, and Thirty Thousand Dollars (\$30,000) each accident for property damage when: (a) a TNC Vehicle is on TNC Airport Property; (b) the TNC Driver indicates his or her availability to provide TNC Services through the TNC Mobile App; (c) the TNC Vehicle has no passenger; and (d) the TNC Driver has not accepted a ride request. Consistent with Section 8.3(c)(8), all TNC Drivers shall have the TNC Mobile App open for the entire time they are on TNC Airport Property.

(b) Period 2: Not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, including death and property damage each accident when the TNC Mobile App is on and the driver has accepted a ride request. Such limit shall be One Million Five Hundred Thousand Dollars (\$1,500,000) each accident for vehicles with a capacity to carry eight (8) to ten (10) people (a TNC may not carry more than 10 people including the driver). For purposes of these Rules and Regulations, a TNC Driver is in Period 2 either: (a) after he or she has dropped off a passenger on TNC Airport Property and has accepted a ride request for pick-up on or off TNC Airport Property; or (b) after he or she enters TNC Airport Property for the purpose of meeting a requested pick-up.

(c) Period 3: When the TNC Vehicle is carrying a passenger on TNC Airport Property, not less than:

(d) One Million Dollars (\$1,000,000) combined single limit for bodily injury, including death and property damage each accident. Such limit shall be One Million Five Hundred Thousand Dollars (\$1,500,000) each accident for vehicles with a capacity to carry eight (8) to ten (10) people (a TNC may not carry more than 10 people including the driver); and

(e) Additional uninsured and underinsured motorist insurance coverage of not less than One Million Dollars (\$1,000,000) for bodily injury including death.

1.2. Commercial General Liability. Permit Holders operating shuttles and buses with seating capacity greater than 8 seats shall maintain or cause to be maintained commercial general liability insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and general aggregate for bodily injury and property damage.

2.3. Excess Commercial Liability. TNC Permit Holders shall maintain excess commercial liability insurance of not less than Two Hundred Thousand Dollars (\$200,000) combined single limit for bodily injury, including death and property damage each accident for all of the following conditions: (a) a TNC Vehicle is on TNC Airport Property; (b) the TNC Mobile App is on or open (or otherwise indicating availability through the TNC platform); (c) the TNC Vehicle has no passenger; and (d) the TNC Driver has not accepted a ride request. Consistent with Section 8.3, all TNC Drivers shall have the TNC Mobile App open and functioning the entire time they are on TNC Airport Property.

3.4. Workers' Compensation and Employers' Liability. Each Permit Holder and TNC Permit Holder shall maintain or cause to be maintained workers' compensation insurance as required by the California Labor Code ~~of the State of California~~ and employers' liability insurance with limits of not less than \$1,000,000 per accident/policy limit by disease.

e) **Other Insurance Provisions.**

1. Additional Insured. Each commercial general liability (where applicable), excess commercial liability (where applicable), and automobile liability insurance policy shall include the following as additional insureds: City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "the Port", its commissioners, agents, contractors, employees and officers.

2. Waiver of Subrogation. Each Permit Holder and TNC Permit Holder shall waive all rights subrogation (right of recovery) and shall cause its commercial general liability (where applicable), excess commercial liability (where applicable), automobile liability and workers' compensation and employers' liability insurance policy to also waive subrogation rights in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, "the Port", its commissioners, agents, contractors, employees and officers.

3. Primary Insurance. The required insurance coverage shall be primary insurance as respects Port, its agents, contractors, employees and officers. Any insurance or self-insurance maintained by Port, its agents, contractors, employees and officers, shall be excess of Permit Holder's or TNC Permit Holder's insurance and shall not be called upon to contribute to a loss.

4. Severability of Interest. The required insurance shall state that it shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability. All such policies shall include or be endorsed with a severability of interest or cross liability endorsement in a form acceptable to the Risk Manager.

5. Acceptability of Insurers. Insurance shall be placed with insurers that are licensed or authorized to do business in the State of California unless otherwise accepted by the Risk Manager in his or her sole discretion, and are otherwise acceptable to the Risk Manager in his or her sole discretion.



f) **Correspondence Regarding Coverage.**

All evidence of insurance required in this ~~Section 8.3 or “Appendix A” attached to these Rules and Regulations, as may be amended over time;~~ and other correspondence relating to insurance matters, other than those submitted with an application for an Airport Permit, Airport Taxi Permit, or TNC Permit, shall be mailed to the Port of Oakland/Oakland International Airport, Attn: Risk Transfer Office, One Airport Drive, Box 45 Oakland, CA 94621, or to such other place as the Risk Manager may designate in writing from time to time.

g) **Lapse of Insurance.**

Upon failure of the Permit Holder or TNC Permit Holder to file proper evidence of insurance or upon the lapse of any policy, the Landside Operations Manager may immediately suspend the Airport Permit, ~~or Airport Taxi Permit, or TNC Permit~~ until the applicable Permit Holder has filed proper evidence that the required insurance is in effect pursuant to Articles 10 and 11 of these Rules and Regulations.

h) **Indemnity.**

Each Permit Holder by accepting an Airport Permit hereby agrees to Indemnify the Port, as such phrase is defined in Section 1.1. The requirements in this provision are in addition to, and in no way limit or diminish, any requirements established under Section 3.3 of these Rules and Regulations.~~indemnify, protect, defend and hold harmless the City and the Port and their respective elected or appointed officials, agents, boards, commissions, employees, representatives and invitees, from and against all liabilities, actions, losses, suits, demands, judgments, fines, damages, expenses, costs or claims, of any character or nature (including all costs for investigation and defense thereof including, without limitation, court costs, paralegal and expert fees and attorneys’ fees and amounts attributable to Port Attorney time), arising out of or in connection with any breach or alleged breach by Permit Holder of its obligations under these Rules and Regulations, or any other act or omission of the Permit Holder, its directors, officers, agents, employees, invitees or Drivers which results in personal injury or property damage, unless such personal injury or property damage was solely caused by the gross negligence or willful misconduct of the City or the Port. In carrying out its obligations hereunder, the Permit Holder shall use legal counsel acceptable to the Port. The provisions of this Section shall survive the expiration or termination of any Airport Permit or Airport Taxi Permit.~~

APPENDIX ~~FB~~  
TO  
OAKLAND INTERNATIONAL AIRPORT  
RULES AND REGULATIONS

~~DEFINITIONS OF GROSS RECEIPTS FOR OFF-AIRPORT VEHICLES~~

A. ~~Gross Receipts for Off-Airport Rental Cars~~~~GROSS RECEIPTS FOR OFF-AIRPORT RENTAL CARS~~

1. Subject to the terms ~~of this subsection 1 and subsections 2 through 16 listed~~ stated below, the term “Gross Receipts” shall mean all amounts billed or received by the Off-Airport Rental Car Operator, any affiliate of the Off-Airport Rental Car Operator or any subcontractor of the Off-Airport Rental Car Operator from or in connection with the rental of Automobiles off the Airport and the provision of any additional services or accessories at any Customer Facility of the Off-Airport Rental Car Operator (including, without limitation, time and mileage charges) and the related provision of insurance (including, without limitation, personal accident insurance), except that Gross Receipts shall not include the following:
  - a. Receipts derived from separately stated fueling or re-fueling charges;
  - b. Sums recovered by the Off-Airport Rental Car Operator for damage to, or for loss, abandonment or conversion of, Vehicles or other property of the Off-Airport Rental Car Operator;
  - c. Credits and refunds to customers, including, but not limited to, such credits and refunds made in response to customer complaints for sales to any customer transported by any means from the Airport to a Customer Facility operated by the Off-Airport Rental Car Operator;
  - d. The amount of any separately-stated federal, state or local sales or use taxes or other government-imposed surcharges mandated by the governmental entity to be imposed upon the Off-Airport Rental Car Operator’s customers and collected by the Off-Airport Rental Car Operator;
  - e. The amount of any separately stated State of California vehicle license fees allowed by law to be separately stated by the Off-Airport Rental Car Operator on the rental agreement and collected by the Off-Airport Rental Car Operator from the Off-Airport Rental Car Operator’s customers;
  - f. Proceeds from the sale of capital assets; or
  - g. The amount of any lawful, Port-imposed surcharges mandated by the Port to be imposed upon the Off-Airport Rental Car Operator’s customers and collected by the Off-Airport Rental Car Operator, as may be allowed by law.
2. Gross Receipts shall include receipts derived from the sale of collision damage waivers, loss damage waivers, or similar charges, whether separately stated or not.

3. Gross Receipts shall not be reduced by reason of any commission or other amount paid out or rebated by the Off-Airport Rental Car Operator to travel agents or others with respect to any such rental or provision of insurance.
4. Gross Receipts shall include all receipts derived from or in connection with the extension or renewal of any Automobile rental agreement entered into with any customer transported by any means from the Airport to a Customer Facility, regardless of the location at which that rental agreement is renewed or extended.
5. Gross Receipts shall include any charge the Off-Airport Rental Car Operator customarily makes for goods or services even though the Off-Airport Rental Car Operator fails to actually collect such a charge.
6. Gross Receipts shall include all amounts billed to or received from customers by any subcontractors or other providers used by the Off-Airport Rental Car Operator on account of goods, services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Rental Car Operator.
7. Gross Receipts shall include amounts paid or payable to the Off-Airport Rental Car Operator in exchange for coupons or vouchers, which are redeemed at any facility operated by the Off-Airport Rental Car Operator.
8. Gross Receipts shall include any receipts of the Off-Airport Rental Car Operator coming within this definition of Gross Receipts notwithstanding the treatment of such receipts for the Off-Airport Rental Car Operator's own accounting purposes and notwithstanding the location at which any motor vehicle is ultimately returned to the Off-Airport Rental Car Operator.
9. The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Off-Airport Rental Car Operator receives payment (whether full or partial) therefore.
10. Gross Receipts shall not be reduced by the retroactive rebate or refund of fees or other revenues included in the Gross Receipts hereunder to any customer upon achievement by such customer of a specified volume of rentals.
11. The Off-Airport Rental Car Operator shall not exchange Vehicles, modify the accounting treatment of receipts, or rename or redefine rentals, services, or products in any manner that would deprive the Port of amounts that would otherwise be payable to the Port.
12. Gross Receipts shall not be reduced by reason of any credit loss sustained by the Off-Airport Rental Car Operator or any financing discount, which may apply by reason of the Off-Airport Rental Car Operator's acceptance or use of credit cards or by reason of any other credit arrangements.
13. In the computation of Gross Receipts from any rental made by the Off-Airport Rental Car Operator to which a discount was applied, unless the discount by its terms applied only to specified components of the consideration for the rental, the discount shall be deemed to apply equally to all components of the consideration received by the Off-Airport Rental Car Operator for or in connection with such rental, whether or not any such component would be treated as Gross Receipts hereunder, and shall not be treated as applicable only to a certain

component or components of such consideration. In particular, without limitation, a discount shall never be treated in the computation of Gross Receipts hereunder as applicable only to components of such consideration, which constitute Gross Receipts hereunder (such as time and mileage charges) and as not applicable to other components of such consideration, which do not constitute Gross Receipts hereunder (such as gasoline charges). If a discount granted by the Off-Airport Rental Car Operator with respect to a rental applies by its terms to only certain components of the consideration received by the Off-Airport Rental Car Operator for or in connection with that rental, then such discount shall be applied in accordance with its terms in the computation of Gross Receipts hereunder. However, the Port and any employee or agent acting on its behalf shall be entitled to presume that any discount granted by the Off-Airport Rental Car Operator with respect to a rental applies equally to all items of consideration received by the Off-Airport Rental Car Operator for or in connection with that rental unless the Off-Airport Rental Car Operator demonstrates to the satisfaction of the Director that such discount, by its terms, applies only to certain components of such consideration. In no event may the Off-Airport Rental Car Operator deduct from Gross Receipts discounts, credits, rebates or deduction for fuel or free fuel.

14. In no event shall the Off-Airport Rental Car Operator's Gross Receipts from any rental be a negative amount for purposes of this Agreement.
15. The Off-Airport Rental Car Operator's Gross Receipts shall be computed in accordance with generally accepted accounting principles, generally accepted auditing standards, and the provisions of the Ordinance. In the event of any conflict between the provisions of the Ordinance and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Ordinance shall control, and the provisions of the Ordinance shall not be limited by such principles or standards.
16. In the event the Off-Airport Rental Car Operator is or becomes merged or affiliated (including as parent or subsidiary or through common ownership or control) with any other entity that is conducting either an Automobile rental operation at the Airport (an "Airport Permittee") or an Automobile rental operation off the Airport that has not obtained a Courtesy Vehicle Permit (a "non-concessionaire operator") and the Off-Airport Rental Car Operator and such Airport Permittee or non-concessionaire operator, in the sole opinion of the Director, fail to operate as separate entities, all Gross Receipts of the Off-Airport Rental Car Operator shall be included in the receipts of the Airport Permittee or all Gross Receipts of the non-concessionaire operator shall be included in Gross Receipts hereunder. For purposes of this Ordinance, conditions and activities demonstrating a failure to operate as separate entities include but are not limited to:
  - a. Any circumstance in which one or more individuals serve as an officer, director, manager, or in any other position in which the individual makes significant management decisions for each company regardless of the individual's title, of both the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator, whether or not the individual is compensated, financially or otherwise, by one or both of the Off-Airport Rental Car Operator or the Airport Permittee or the non-concessionaire operator;
  - b. Maintaining a joint reservation system;

- c. Writing rental agreements for or otherwise acting as agents for one another;
- d. Failing to act as arms-length competitors in all dealing with one another and such failure affects the Off-Airport Rental Car Operator's Gross Receipts;
- e. Utilizing the same or similar trademarks or trade names;
- f. Using a combined accounting system or an accounting system, which makes it difficult, in the opinion of the Director, for the Port to separately audit the Gross Receipts of the two entities;
- g. Jointly owning or leasing a vehicle fleet or entering into a vehicle fleet lease agreement with one another and;
  - (i) The Airport Permittee or the non-concessionaire operator has the ability to take, either temporarily or permanently, all or any part of either the Off-Airport Rental Car Operator's portion of any jointly owned or leased vehicle fleet or the vehicle fleet leased by the Off-Airport Rental Car Operator to or from the Airport Permittee or the non-concessionaire operator; and
  - (ii) The Off-Airport Rental Car Operator is, in any manner, prevented from obtaining Vehicles from any third party or the Airport Permittee or the non-concessionaire operator fails to give the Off-Airport Rental Car Operator notice of intent to take Vehicles that is sufficient to allow the Off-Airport Rental Car Operator to obtain Vehicles from another source to meet its customer demand for the period during which the Airport Permittee or the non-concessionaire operator will take the Vehicles from the Off-Airport Rental Car Operator.
- h. Entering into an agreement with:
  - (i) A Person or entity that jointly owns or controls the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator or
  - (ii) A Person or entity owned or controlled by, affiliated, as a direct or indirect parent organization with, or in any other way affiliated with, the Person or entity that jointly owns or controls the Off-Airport Rental Car Operator and the Airport Permittee or the non-concessionaire operator, for the provision of vehicle fleet and:
    - (1) the Person or entity leasing the vehicle fleet to the Off-Airport Rental Car Operator has the ability to take all or any part of the fleet from the Off-Airport Rental Car Operator either temporarily or permanently; and
    - (2) the Off-Airport Rental Car Operator is, in any manner, prevented from leasing Vehicles from any third party or the Person or entity leasing the Vehicle fleet to the Off-Airport Rental Car Operator fails to give the Off-Airport Rental Car

Operator notice of its intent to take Vehicles sufficient to allow the Off-Airport Rental Car Operator to obtain Vehicles from another source to meet its customer demand for the period during which the Person or entity leasing the vehicle fleet to the Off-Airport Rental Car Operator will take the Vehicles from the Off-Airport Rental Car Operator.

**B. Gross Receipts for Off-Airport Parking Vehicles ~~GROSS RECEIPTS DEFINITION FOR OFF-AIRPORT PARKING VEHICLES~~**

“Gross Receipts” for Off-Airport Parking Vehicles shall mean all receipts, charges made or billed or revenue received by the Off-Airport Parking Operator, any affiliate thereof or any subcontractor thereof, regardless of method, means, or timing of payment, from the operation of its business of providing off-Airport parking and parking related services to customers of the Airport. Parking related services shall include, but shall not be limited to, Automobile washing, Automobile detailing, checking or replenishing fluids (such as windshield washer fluid, antifreeze, fuel, or oil), checking or adjusting tire pressure, and mechanical, repair or routine service to Vehicles, and other services provided to customers who are dropped off or picked up at the Airport.

Gross receipts shall not include sums recovered from insurance or otherwise for damage to the property of the Off-Airport Parking Operator or for damage to the property of the customers of the Off-Airport Parking Operator, or for the loss, conversion or abandonment of such property. However, Gross receipts shall include sums recovered from insurance or otherwise for the loss of use of the business covered under this Ordinance or for the loss of receipts or revenues from the interruption of business.

Gross Receipts shall not include any separately-stated federal, state or local sales or use taxes or other government-imposed surcharges mandated by any competent governmental authority which is separately stated and collected from the Off-Airport Parking Operator’s customers; provided, however, that the Access Fee imposed by this Ordinance shall not be excluded from Gross Receipts, whether separately stated or not.

Gross Receipts shall not include: (i) receipts or revenue derived from separately stated fueling charges except to the extent the Off-Airport Parking Operator receives more than the actual cost of such fuel from the customer; (ii) documented credits and refunds to customers; (iii) proceeds from the sale of capital assets; or (iv) for Operators whose primary business is other than providing parking and parking related services to Airport passengers (e.g., hotel and motel operators), receipts or revenues from such Operator’s primary business, provided, however, that all receipts and revenues derived from or related to parking or parking related services for Airport passengers shall be included in the calculation of Gross Receipts of such Operators.

Gross Receipts shall include any charge the Off-Airport Parking Operator customarily makes for goods or services even though the Off-Airport Parking Operator fails to actually collect such a charge. If the Off-Airport Parking Operator is reimbursed by another Person or entity for a portion of a discount provided by the Off-Airport Parking Operator to its customers, the amount of such reimbursement shall be included in Gross Receipts.

Gross Receipts shall include all amounts billed to or received from customers by any subcontractors or other providers used by the Off-Airport Parking Operator on account of goods,



services or products provided by such subcontractors or other providers, regardless of what portion, if any, of such amounts are received or retained by the Off-Airport Parking Operator.

Gross Receipts shall include amounts paid or payable to the Off-Airport Parking Operator in exchange for coupons or vouchers, which are redeemed at any facility operated by the Off-Airport Parking Operator.

Gross Receipts shall include any revenues of the Off-Airport Parking Operator coming within this definition of Gross Receipts notwithstanding the treatment of such revenues for the Off-Airport Parking Operator's own accounting purposes.

a. The full amount of any transaction made on installment or credit shall be recorded in the month during which such transaction is made, regardless of the time when the Off-Airport Parking Operator receives payment (whether full or partial) therefore.

b. The Off-Airport Parking Operator shall not exchange Vehicles, modify the accounting treatment of receipts or revenues, or rename or redefine charges, services, or products in any manner that would deprive the Port of amounts that would otherwise be payable to the Port.

c. Gross Receipts shall not be reduced by reason of any credit loss sustained by the Off-Airport Parking Operator or any financing discount, which may apply by reason of the Off-Airport Parking Operator's acceptance or use of credit cards or by reason of any other credit arrangements.

d. In no event shall the Off-Airport Parking Operator's Gross Receipts from any charge be a negative amount for purposes of this Ordinance.

e. The Off-Airport Parking Operator's Gross Receipts shall be computed in accordance with generally accepted accounting principles, generally accepted auditing standards, and the provisions of the Ordinance. In the event of any conflict between the provisions of the Ordinance and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Ordinance shall control, and the provisions of the Ordinance shall not be limited by such principles or standards.

APPENDIX **GC**  
TO  
OAKLAND INTERNATIONAL AIRPORT  
RULES AND REGULATIONS

**TAXICAB DRIVER REGISTRATION AND AGREEMENT**

*[Exemplar Only – the final form shall be in substantially this format, as revised by the Ground Transportation Manager and approved as to form and legality by the Port Attorney]*

1. **Taxicab Drivers Name:** \_\_\_\_\_

2. **Contact Information:**

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number:

Business: \_\_\_\_\_ Cellular: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

3. **Driver Permit Identification**

**Attach a copy** of the Taxicab Driver Permit issued by the  
City Administrator's office or by OPD Taxi Detail,  
which must not be suspended or revoked.

4. **Driver's Certification, Acknowledgement and Agreement:**

I, \_\_\_\_\_ certify, acknowledge and agree that: (i) I am voluntarily registering to operate a taxicab at the Oakland International Airport ("OAK"); (ii) the rules and regulations applicable to my registration and utilization of the privileges associated therewith, if approved and not revoked, including those adopted by Port Ordinance \_\_\_\_\_ and subsequent amendments and revisions thereto, have been made available to me both via the internet and via paper; (iii) I agree to comply with such rules and regulations; (iv) I agree to be bound by the dispute resolution procedure detailed in such rules and regulations and outline of which is attached hereto and further agree that such dispute resolution procedures shall be my sole avenue for adjudication of any disputes which may arise from or involve a notice of violation ("NOV") related to my registration, the operation of a taxicab by me at OAK, or the rules and regulations of OAK and (v) the Taxicab Driver Permit attached hereto is neither revoked nor suspended.

**Certified, Acknowledged and Agreed to by:**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

APPENDIX ~~HD~~  
TO  
OAKLAND INTERNATIONAL AIRPORT  
RULES AND REGULATIONS  
SECURITY VIOLATION TABLES

TABLE 1  
LEVEL ONE SECURITY VIOLATIONS

Level One Violations	
Violation Type	Violation Description
Badge Violations	(S.1) Failure to properly display ID/badge
	(S.2) Failure to report <del>lost or stolen</del> ID/badge <u>that is lost, stolen, or for which there is no Official Business Purpose.</u>
	(S.3) Failure to challenge improperly badged/non-badged individuals in the SIDA
	(S.4) Unofficial use of a badge
Access Point Violations	(S.5) Failure to report an alarm
General Security Violations	(S.6) Failure to comply with Sensitive Security Information requirements as defined in 49 CFR <u>Part 1542</u>
	(S.7) Any other failure to adhere to the Security Regulations (less serious level of severity)
Key Violations	(S.8) Failure to control keys

**TABLE 2**  
**LEVEL TWO SECURITY VIOLATIONS**

<b>Level Two Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>Access Point Violations</b>	(S.9) Failure to wait for an access point to close before vacating the area
	(S.10) Tailgating or piggybacking
	(S.11) Failure to prevent tailgating or piggybacking
<b>Escort Violations</b>	(S.12) Failure to follow escort procedures
	(S.-13) Escorting without escort privileges
<b>General Security Violations</b>	(S.-14) Entering an unauthorized restricted area
	(S.-15) Falsification of a report provided to Airport personnel or Law Enforcement Officers
	(S.-16) Failure to follow posted requirements
	(S.-17) Any other failure to adhere to the Security Regulations (low to moderate level of severity)
	(S.-18) Failure to adhere to the bag quantity and/or size limitations
	(S.19) Failure to adhere to Federal/State/Local laws pertaining to Airport Security or to Airport Rules and Regulations pertaining to Airport Security, but not specifically described in the Security Enforcement Program.
<b>Key Violations</b>	(S.-20) Failing to report lost/stolen keys
	(S.-21) Allowing another individual to use keys
	(S.-22) Using another individual's keys
	(S.-23) Re-issuing or assigning keys without approval from the <del>Airport</del> <u>Aviation</u> Security Manager

**TABLE 3**  
**LEVEL THREE SECURITY VIOLATIONS**

Level Three Violations	
Violation Type	Violation Description
<b>Badging/ ID Media Violations</b>	(S.-24) Allowing another person to use his/her ID badge
	(S.-25) Using another person's ID badge
	(S.-26) Misuse of an ID badge to circumvent security systems
	(S.-27) Falsification of information on a SIDA or Sterile Area Badge Application
	(S.-28) Use of a fraudulent identification to obtain a SIDA or Sterile Area badge
<b>Access Point Violations</b>	(S.-29) Tampering with or modifying access control equipment
	(S.-30) Tampering with Closed-Circuit Television or other security equipment in or around an access point
	(S.-31) Failure to follow directions of Airport personnel or Law Enforcement Officers in or around an access point
	(S.-32) Failure to comply with Employee Screening/Inspection inside SIDA/Secured Area in or around an access point
<b>General Security Violations</b>	(S.-33) Deliberate or intentional non-compliance with the Security Regulations
	(S.-34) Tampering with Closed-Circuit Television or other security equipment
	(S.-35) Failure to follow directions of Airport personnel, Law Enforcement Officers, TSA, Airport Security Guards, and any other personnel designated by the Port to perform security duties.
	(S.-36) Failure to comply with Employee Screening/Inspection inside SIDA/Secured Area/Sterile Area
	(S.-37) Any other failure to adhere to the Security Regulations (moderate to serious level of severity)

**TABLE 4**  
**LEVEL FOUR SECURITY VIOLATIONS**

Level Four Violations	
Violation Type	Violation Description
<b>General Security Violations</b>	(S.-38) Any violation that threatens or causes immediate harm to the safety and security of the Airport, passengers, tenants, employees, or any other Person
	(S.-39) Carrying, using, displaying any firearm or <u>other W</u> weapon that is not permitted by the Assistant Director
	(S.-40) Any other failure to adhere to the Security Regulations (very serious level of severity)
	(S.41) Engaging in Criminal Activity at the Airport
	(S.42) Failure to Report a Disqualifying Offense (49 CFR <u>§</u> 1542.209(l))
	<u>(S.43) Needing to replace a lost Airport Security Badge more than three (3) times, not including replacements needed because an Airport Security Badge was stolen (as verified by the Aviation Security Manager)</u>



**TABLE 5**  
**REMEDIAL ACTIONS FOR SECURITY VIOLATIONS**

Violation Level	Number of Violations	Points *,**	Training within thirty (30) calendar days or a timeframe specified by the Aviation Security Manager	A letter detailing the violation sent to the violator's authorized signer	May be required to meet with Aviation Security Manager to review violation	Shall meet with Aviation Security Manager to review violation	Immediate Badge Suspension until violator meets with Aviation Security Manager and approves reactivation
Level One	1 <sup>st</sup> violation	1	X	X	X	-	
Level One	2 <sup>nd</sup> violation	2	X	X		X	
Level One	3 <sup>rd</sup> violation	3	X	X		X	
Level Two	1 <sup>st</sup> violation	2	X	X		X	
Level Two	2 <sup>nd</sup> violation	3	X	X		X	
Level Two	3 <sup>rd</sup> violation	4	X	X		X	
Level Three	1 <sup>st</sup> violation	3	X	X		X	X
Level Three	2 <sup>nd</sup> violation	4	X	X		X	X
Level Four	1 <sup>st</sup> violation	6		X		X	X
<p><i>* All points are cumulative within a 2-year period. For example: the first time an individual commits a level one violation he/she will receive 1 point on his/her record. If he/she commits a 2<sup>nd</sup> level one violation within a 2-year period, then the individual would now have 3 points on their record (1 point for first violation + 2 points for second violation). Points expire 2 years from the date they were imposed.</i></p> <p><i>** The Aviation Security Manager is authorized to increase the points associated with a violation by up to 3 points for instances involving aggravating circumstances, including but not limited to, the alleged violator's intent, planning, pre-meditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security and safety considerations related to the violation.</i></p>							

<u>Number of Violations (within 2-year period)</u>	<u>Violation Level</u>	<u>Points*</u>	<u>Training within thirty (30) working days or a timeframe specified by the Aviation Security Manager</u>	<u>A letter detailing the violation sent to the violator's Authorized Signer</u>	<u>May be required to meet with Aviation Security Manager to review violation</u>	<u>Shall meet with Aviation Security Manager to review violation</u>	<u>Immediate Badge Suspension until violator meets with Aviation Security Manager and reactivation approved (if at all)</u>
<u>1<sup>st</sup> Violation</u>	<u>Level One</u>	<u>1</u>	<u>X</u>	<u>X</u>	<u>X</u>		
	<u>Level Two</u>	<u>2</u>	<u>X</u>	<u>X</u>		<u>X</u>	
	<u>Level Three</u>	<u>3</u>	<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>
	<u>Level Four</u>	<u>6</u>		<u>X</u>		<u>X</u>	<u>X</u>
<u>2<sup>nd</sup> Violation</u>	<u>Level One</u>	<u>2</u>	<u>X</u>	<u>X</u>		<u>X</u>	
	<u>Level Two</u>	<u>3</u>	<u>X</u>	<u>X</u>		<u>X</u>	
	<u>Level Three</u>	<u>4</u>	<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>
	<u>Level Four</u>	<u>7</u>		<u>X</u>		<u>X</u>	<u>X</u>
<u>3<sup>rd</sup> Violation</u>	<u>Level One</u>	<u>3</u>	<u>X</u>	<u>X</u>		<u>X</u>	
	<u>Level Two</u>	<u>4</u>	<u>X</u>	<u>X</u>		<u>X</u>	
	<u>Level Three</u>	<u>5</u>	<u>X</u>	<u>X</u>		<u>X</u>	<u>X</u>
	<u>Level Four</u>	<u>8</u>		<u>X</u>		<u>X</u>	<u>X</u>
<u>* All points are cumulative within any 2-year period. Points expire 2 years from the date they were imposed. The Aviation Security Manager may increase the points associated with a violation by up to 3 points for instances involving aggravating circumstances, including but not limited to, the alleged violator's intent, planning, pre-meditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security and safety considerations related to the violation.</u>							

Additional Remedial Actions	Badge suspended for three (3) Working Days	Badge suspended for ten (10) Working Days	Permanent Revocation of Badge	Fines
Individuals Who Receive <u>4</u> Points Within a 2-Year Period	X			\$150
Individuals Who Receive <u>5</u> Points Within a 2-Year Period		X		\$250
Individuals Who Receive <u>6</u> <u>or More</u> Points Within a 2-Year Period			X	

Sample Point Calculation for Security Violations

Individual Name	<del>Level of</del> <u>Number of Violations in 2 Years</u>	<del>Number</del> <u>Level of Violations</u>	Date Committed	Points per Violation	Total Accumulated Points <u>in 2 Years</u>
John Doe	<del>Level One</del> <u>1</u>	<del>1st</del> <u>Level One</u>	01/01/201 <del>6</del> <u>5</u>	1	<u>1</u>
John Doe	<del>Level One</del> <u>2</u>	<del>2nd</del> <u>Level One</u>	01/01/201 <del>7</del> <u>6</u>	2	<u>3</u>
John Doe	<del>Level Two</del> <u>3</u>	<del>1st</del> <u>Level Two</u>	<del>12/01/15</del> <u>01/2017</u> <del>6</del>	<del>4</del> <u>2</u>	<del>7</del> <u>5</u>

**APPENDIX ~~IE~~**  
**to**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**AIRSIDE SAFETY VIOLATION TABLES**

**TABLE 1**  
**LEVEL ONE AIRSIDE SAFETY VIOLATIONS**

<b>Level One Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(A.1) Pedestrian traffic on the ramp/apron, taxiways, taxi lanes, runways, and vehicle service roads in violation of the Airside Safety Regulations
	(A.2) Any other failure to adhere to the Airside Safety Regulations (less serious level of severity)
	(A.3) Failure to display a SIDA Badge with a driving endorsement while operating a vehicle on the AOA
	(A.4) Driving a licensed Vehicle with expired tags
	(A.5) Failure to make a complete stop at posted stop markings
<b>Vehicle Violations</b>	(A.6) Failure to obtain or maintain required state registration for Vehicles and drivers within the AOA as required by California law and the Airside Safety Regulations
	(A.7) Operating Vehicles within the SIDA area on the AOA without proper decals pursuant to the Airside Safety Regulations
	(A.8) Operating GSE/Vehicles on the <del>M</del> ovement <del>a</del> Area without required beacons pursuant to the Airside Safety Regulations
	(A.9) Failure to have working lights/reflectors as required by the Airside Safety Regulations
	<u>(A.10) Leaving Vehicle key (that is not otherwise secured) in an unattended Vehicle within SIDA</u>
<b>Parking Violations</b>	(A.1 <del>10</del> ) Failure to park GSE or other Vehicles in compliance with the Airside Safety Regulations
	(A.1 <del>24</del> ) Failure to park any Vehicles in compliance with the Airside Safety Regulations
	(A.1 <del>32</del> ) Conducting vehicle maintenance and storage at locations other than as permitted under the Airside Safety Regulations
<b>Moving Violations</b>	(A.1 <del>43</del> ) Use of portable electronic devices while operating a Vehicle on the AOA or while performing other duties in violation of the Airside Safety Regulations
	(A.1 <del>54</del> ) Speeding in excess of 15 mph or otherwise over the designated AOA speed limit
	(A.1 <del>65</del> ) Failure to obey posted signage
	(A.1 <del>76</del> ) Operating unpermitted equipment on any area of the Airport

**TABLE 2**  
**LEVEL TWO AIRSIDE SAFETY VIOLATIONS**

Level Two Violations	
Violation Type	Violation Description
<b>General Violations</b>	(A.1 <del>8</del> 7) Improper use of Hazardous/Flammable Substances in violation of the Airside Safety Regulations
	(A.1 <del>9</del> 8) Failure to obtain or maintain required insurance in violation of the Airside Safety Regulations
	(A.2 <del>0</del> 19) Any other failure to adhere to the Airside Safety Regulations (low to moderate level of severity)
	(A.2 <del>1</del> 0) Failing to follow instructions given by an Airport operations representative in the performance of his/her duties
	(A.2 <del>2</del> 4) Failure to adhere to Federal/State/local laws pertaining to Airside Safety or to Airport Rules and Regulations pertaining to Airside Safety
<b>Moving Violations</b>	(A.2 <del>3</del> 2) Any operation of Vehicles on vehicle service roads in violation of the Airside Safety Regulations
	(A.2 <del>4</del> 3) Unauthorized use of Vehicles on vehicle service roads
	(A.2 <del>5</del> 4) Failure to use restraint systems in vehicles that have them installed or are required
	(A.2 <del>6</del> 5) Failure to maintain two-way radio communication with Air Traffic Control at all times in the <del>M</del> ovement <del>a</del> Area or on the AOA (when required by the Airside Safety Regulations)
	(A.2 <del>7</del> 6) Transporting passengers in an unsafe manner in violation of the Airside Safety Regulations
	(A.2 <del>8</del> 7) Failure to yield right of way in the AOA pursuant to the Airside Safety Regulations
	(A.2 <del>9</del> 8) Failure to contact Air Traffic Control Tower before entering the Movement Area in violation of the Airside Safety Regulations
	(A.3 <del>0</del> 29) Failure to obtain or maintain a required ramp permit in violation of the Airside Safety Regulations
	(A.3 <del>1</del> 0) Any <del>P</del> private Vehicle access violation of the Airside Safety Regulations
	(A.3 <del>2</del> 4) Failure to drive in designated vehicle service road lanes

**TABLE 3**  
**LEVEL THREE AIRSIDE SAFETY VIOLATIONS**

Level Three Violations	
Violation Type	Violation Description
<b>General Violations</b>	(A.3 <del>3</del> 2) Failure to obtain the mandatory training requisite for driving on the AOA
	(A.3 <del>4</del> 3) Failure to maintain vehicle operator security protocols in violation of the Airside Safety Regulations
	(A.3 <del>5</del> 4) Careless and/or reckless driving in violation of the Airside Safety Regulations
	(A.3 <del>6</del> 5) Improper disposal and/or failure to report HAZMAT and fuel spills in violation of the Airside Safety Regulations
	(A.3 <del>7</del> 6) Failure to maintain and/or display a current state driver's license while operating on the AOA <del>or</del> <u>M</u> ovement Area
	(A.3 <del>8</del> 7) Operating a motorcycle or bicycle on the AOA without authorization from an Airport operations representative
	(A.3 <del>9</del> 8) Operating a Vehicle in the <u>M</u> ovement area without a current <del>m</del> <u>M</u> ovement area endorsement
	(A.4 <del>0</del> 39) Threats against, coercion or intimidation of any Person on Airport property
	(A.4 <del>1</del> 0) Any other failure to adhere to the Airside Safety Regulations (moderate to serious level of severity)



**TABLE 4**  
**LEVEL FOUR AIRSIDE SAFETY VIOLATIONS**

<b>Level Four Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(A.4 <del>21</del> ) Any violation that threatens or causes immediate harm to the safety and security of the Airport, passengers, tenants, employees, or any other Person
	(A.4 <del>32</del> ) Failure to report, return to or render reasonable assistance in an accident at the Airport that results in injury to a person or damage to property, in violation of the Airside Safety Regulations
	(A.4 <del>43</del> ) Any other failure to adhere to the Airside Safety Regulations (high level of severity)

**TABLE 5**  
**REMEDIAL ACTIONS FOR AIRSIDE SAFETY VIOLATIONS**

Violation Level	Number of Violations	Points* *,**	Training within thirty (30) calendar days or a timeframe specified by the Airside Operations Manager	A letter detailing the violation sent to the violator's <del>A</del> authorized sSigner	May be required to meet with Airside Operations Manager to review violation	Shall meet with Airside Operations Manager to review violation	AOA Driving endorsement and access privileges immediately revoked, <u>unless and until reinstated by</u> subject to the approval of the Airside Operations Manager
Level One	1 <sup>st</sup> violation	1	X	X	X		
Level One	2 <sup>nd</sup> violation	2	X	X		X	
Level One	3 <sup>rd</sup> violation	3	X	X		X	
Level Two	1 <sup>st</sup> violation	2	X	X		X	
Level Two	2 <sup>nd</sup> violation	3	X	X		X	
Level Two	3 <sup>rd</sup> violation	4	X	X		X	
Level Three	1 <sup>st</sup> violation	3	X	X		X	X
Level Three	2 <sup>nd</sup> violation	4	X	X		X	X
Level Four	1 <sup>st</sup> violation	6		X		X	X
<p>* All points are cumulative within <u>any</u> 2-year period. <del>For example: the first time an individual commits a level one violation he/she will receive 1 point on his/her record. If he/she commits a 2<sup>nd</sup> level one violation within a 2-year period, then the individual would now have 3 points on their record (1 point for first violation + 2 points for second violation).</del> Points expire 2 years from the date they were imposed.</p> <p>**The Airside <u>Operations</u> Manager <del>is authorized to</del>may increase the points associated with a violation by up to 3 points for instances involving aggravating circumstances, including but not limited to, the alleged violator's intent, planning, pre-meditation involved in committing the violation, injury to person or property, cooperation throughout the administrative process, potential for recidivism, and any other national security and safety considerations related to the violation.</p>							

<b>Additional Remedial Actions</b>	<b>Badge suspended for three (3) Working Days</b>	<b>Badge suspended for ten (10) Working Days</b>	<b>Permanent Revocation of Badge</b>	<b>Fines</b>
Individuals Who Receive <b>4</b> Points Within a 2-Year Period	<b>X</b>			<b>\$150</b>
Individuals Who Receive <b>5</b> Points Within a 2-Year Period		<b>X</b>		<b>\$250</b>
Individuals Who Receive <b>6 or More</b> Points Within a 2-Year Period			<b>X</b>	

### Sample Point Calculation for Airside Safety Violations

<b>Individual Name</b>	<b>Level of Violation</b>	<b>Number of Violations <u>in 2</u> <u>Years</u></b>	<b>Date Committed</b>	<b>Points per Violation</b>	<b>Total Accumulated Points <u>in 2 Years</u></b>
John Doe	Level One	1st	01/01/201 <del>6</del> <sup>5</sup>	1	<b>1</b>
John Doe	Level One	2nd	01/01/201 <del>7</del> <sup>6</sup>	2	<b>3</b>
John Doe	Level Two	1st	01/01/201 <del>7</del> <sup>6</sup>	2	<b>5</b>

**APPENDIX ~~JF~~**  
**to**  
**OAKLAND INTERNATIONAL AIRPORT**  
**RULES AND REGULATIONS**

**INDIVIDUAL AND COMMERCIAL VIOLATION TABLES**

**TABLE 1**  
**LEVEL ONE INDIVIDUAL AND COMMERCIAL VIOLATIONS**

<b>Level One Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(I.1) Violation of Section 4.2, regarding Smoking
	(I.2) Violation of Section 2.3, regarding lost or found or abandoned property
	(I.3) Violation of Sections 3.1, 3.2, and/or 3.4 regarding personal conduct
	(I.4) Violation of Section 3.6, regarding polls and surveys
	(I.5) Violation of Section 3.7, regarding unauthorized movement in the AOA
	(I.6) Violation of Section 3.9, regarding preservation of property
	(I.7) Violation of Sections 3.10 and/or 3.11, regarding lodging and loitering
	(I.8) Violation of Section 4.1, regarding environmental pollution and sanitation
	(I.9) Violation of Sections 4.4 – 4.7, regarding use of cleaning fluids, ramps, buildings, equipment, containers, and control of contaminants
	(I.10) Violation of Article 5, regarding fire and safety
	(I.11) Violation of Article 6, regarding aeronautical regulations
	(I.12) Violation of Article 7, regarding motor vehicles
	(I.13) Violation of Section 3.5, regarding commercial activity
	(I.14) Violation of Article 9, regarding religious, political, and charitable activities
	(I.15) Any other failure to adhere to these Rules and Regulations (low level of severity)

**TABLE 2**  
**LEVEL TWO INDIVIDUAL AND COMMERCIAL VIOLATIONS**

<b>Level Two Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(I.16) Any other failure to adhere to these Rules and Regulations (low to moderate level of severity)

**TABLE 3**  
**LEVEL THREE INDIVIDUAL AND COMMERCIAL VIOLATIONS**

<b>Level Three Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(I.17) Threats against, coercion or intimidation of any Person on Airport property
	(I.18) Any violation that threatens or causes immediate harm to the safety and security of the Airport, passengers, tenants, employees, or any other Person
	(I.19) Any other failure to adhere to these Rules and Regulations (moderate to serious level of severity)

**TABLE 4**  
**LEVEL FOUR INDIVIDUAL AND COMMERCIAL VIOLATIONS**

Level Four Violations	
General Violations	(I.20) Carrying, using, displaying any firearm or <del>other w</del> Weapon that is not permitted by the Assistant Director
	(I.21) Any other failure to adhere to the Security Regulations (very high level of severity)



**TABLE 5**  
**REMEDIAL ACTIONS FOR INDIVIDUAL AND COMMERCIAL VIOLATIONS**

<b>Violation Level</b>	<b>Number of Violations (within 2-year period)</b>	<b>Points*</b>	<b>A letter detailing the violation sent to the violator's <u>A</u>uthorized <u>s</u>igner, if applicable</b>	<b>May be required to meet with Assistant Director to review violation</b>	<b>Shall meet with Assistant Director to review violation</b>	<b>Immediate Removal From Airport</b>
Level One	1 <sup>st</sup> violation	1	<b>X</b>	<b>X</b>		
Level One	2 <sup>nd</sup> violation	2	<b>X</b>		<b>X</b>	
Level One	3 <sup>rd</sup> violation	3	<b>X</b>		<b>X</b>	
Level Two	1 <sup>st</sup> violation	2	<b>X</b>		<b>X</b>	
Level Two	2 <sup>nd</sup> violation	3	<b>X</b>		<b>X</b>	
Level Two	3 <sup>rd</sup> violation	4	<b>X</b>		<b>X</b>	
Level Three	1 <sup>st</sup> violation	3	<b>X</b>		<b>X</b>	
Level Three	2 <sup>nd</sup> violation	4	<b>X</b>		<b>X</b>	<b>X</b>
Level Four	1 <sup>st</sup> violation	6	<b>X</b>		<b>X</b>	<b>X</b>

**APPENDIX KG**  
to  
**OAKLAND INTERNATIONAL AIRPORT  
RULES AND REGULATIONS**

**GROUND TRANSPORTATION VIOLATION TABLES**

**TABLE 1  
MINOR GROUND TRANSPORTATION VIOLATIONS**

<b>Minor Ground Transportation Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(GT.1) Violation of Sections 8.6 (a) – (d), regarding general appearance, hygiene, English language, and driver identification
	(GT.2) Violation of Section 8.1( <u>hi</u> ), regarding suspension of necessary certificates from the Commission
<b>Vehicle Violations</b>	(GT.3) Violation of Sections 8.4(l) and 8.4(p), regarding Vehicle identification and transponders
	(GT.4) Violation of Section 8.1( <u>hi</u> ), regarding Vehicles operating without an equipment statement
	(GT.5) Violation of Section 7.7, regarding Vehicles parked in restricted lots
	(GT.6) Violation of Section 8.4, regarding Vehicles with expired tags
	(GT.7) Violation of <del>Sections 8.3</del> <u>Appendix E (Ground Transportation, Taxicab, and TNC Insurance)</u> , <del>Sections</del> (a) – (h), regarding compliance with insurance requirements
	(GT.8) Violation of Sections 8.5 (a) – (i), regarding Vehicle specifications, Vehicle condition and appearance, Vehicle inspections, repair notices, Vehicles maintenance programs, Starters, Taxicab pickups, and Taxicab records
	(GT.9) Tampering with an installed AVI Transponder

**TABLE 2**  
**LEVEL ONE GROUND TRANSPORTATION VIOLATIONS**

<b>Level One Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(GT.10) Failure to provide the current fare schedule (Section 8.1( <del>l</del> <b>j</b> ))
	(GT.11) Failure to give the proper form of receipt to customers (Section 8.1( <del>l</del> <del>m</del> <b>m</b> ))
	(GT.12) Charging customers excessive fares (Section 8.4(g))
	(GT.13) Improper solicitation (Section 8.4(i))
	(GT.14) Unauthorized loading/unloading (Section 8.4(j))
	(GT.15) Unauthorized meet and greet or unattended Vehicles (Section 8.4(k))
	(GT.16) Littering (Section 8.4(m))
	(GT.17) Unauthorized repair/maintenance (Section 8.4(n))
	(GT.18) False/misleading information (Section 8.4(o) (minor))
	(GT.19) Any other failure to adhere to Article 8 (low level of severity)

**TABLE 3**  
**LEVEL TWO GROUND TRANSPORTATION VIOLATIONS**

<b>Level Two Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(GT.20) Refusal to transport a passenger (Section 8.4(s))
	(GT.21) Refusal to convey scripts for seniors (Section 8.4(u))
	(GT.22) Unauthorized use of Airport tenant facilities (Section 8.4(w))
	(GT.23) Improper conduct such as use of profane or vulgar language, gambling or participation in other games of chance where money is involved (Section 8.4(r)(1))
	(GT.24) Refusal to convey fares (Section 8.4(s))
	(GT.25) Failure to pay fines assessed for violation of these Rules and Regulations
	(GT.26) Unregistered Drivers (Section 8.4(b)(3))
	(GT.27) Any other failure to adhere to Article 8 (low to moderate level of severity)

**TABLE 4**  
**LEVEL THREE GROUND TRANSPORTATION VIOLATIONS**

<b>Level Three Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(GT.28) Major Improper Conduct, including commission of a misdemeanor, defecating or urinating in public, or reckless or intentional destruction of property at the Airport (Sections 8.4(r)(2)
	(GT.29) Unsafe transportation of passengers (Section 8.4(h))
	(GT.30) False/misleading information (Section 8.4(o) (moderate)) (e.g. using a forged parking sticker to gain access to and/or parking in restricted parking lots
	(GT.31) Failure to report accidents that occur on Airport property (Section 7.2)
	(GT.32) Unregistered Drivers (Section 8.4(b)(3))
	(GT.33) Unattended Vehicles (Section 8.4(k))
	(GT.34) Failure to produce a waybill, unless exempted by the Commission (Sections 8.4(b), 8.4(j) and 8.5(i))
	(GT.35) Any other failure to adhere to Article 8 (moderate to serious level of severity)

**TABLE 5**  
**LEVEL FOUR GROUND TRANSPORTATION VIOLATIONS**

<b>Level Four Violations</b>	
<b>Violation Type</b>	<b>Violation Description</b>
<b>General Violations</b>	(GT.36) Major Improper Conduct, including commission of a felony at the Airport – failure to cooperate with any Airport official in the performance of his or her official duties, engaging in an act of physical violence, assault or battery upon any Person at the Airport, verbal threats of imminent violence against any Person, possession of a firearm or other <u>W</u> weapon at the Airport without the prior written approval of the Assistant Director, or, acting in a manner intended to, or reasonably likely to, cause physical injury to any person or property or threaten the safety of any other person at the Airport (Section 8.4(r)(3))
	(GT.37) Drugs/Alcohol (Section 8.4(q))
	(GT.38) False/misleading information (Section 8.4(o) (very severe level) (e.g., creating and/or distributing false or forged parking stickers, hang tags, or any other device used to allow parking privileges in Airport parking lots)
	(GT.39) Any other failure to adhere to Article 8 (very high level of severity)

**TABLE 6**  
**REMEDIAL ACTIONS FOR GROUND TRANSPORTATION VIOLATIONS**

<b>Minor Ground Transportation Violations</b>				
Violation Type	Number of Violations in a 2 Year Period	Fine	Immediate suspension of Driver <del>pending Administrative Process</del> <u>until remedies, as determined by Landside Operations Manager</u>	Immediate suspension of Vehicle <u>until remedies, as determined by Landside Operations Manager</u> <del>pending Administrative Process</del>
General Violation	1	\$200	X	X
General Violation	2	\$375	X	X
General Violation	3	\$500	X	X
Vehicle Violation	1	\$200	X	N/A
Vehicle Violation	2	\$375	X	N/A
Vehicle Violation	3	\$500	X	N/A



Ground Transportation Violations														
Violation Level	Number of Violations in a 2 Year Period	Fine	Points*	May Meet with Landside Operations Manager to Review Violation	Shall Meet with Landside Operations Manager to Review Violation	Suspensions								
						1 Day	2 Day	3 Day	4 Day	5 Day	1 Mon	3 Mon	9 Mon	Permanent
Level One	1	\$100	1	X		X								
Level One	2	\$200	1	X			X							
Level One	3	\$300	1		X						X			
Level One	4	\$400	2		X						X			
Level Two	1	\$200	2		X		X							
Level Two	2	\$300	2		X						X			
Level Two	3	\$400	2		X									X
Level Three	1	\$300	3		X					X				
Level Three	2	\$500	3		X									X
Level Four (with mitigating factors)	1	\$500	4		X								X	
Level Four	1	\$500	4		X									X
Level Four	2	N/A	4		X									X

Additional Remedial Actions	Immediate Suspension 48 Hours	Replacement Fee to cover the cost of property	Permanent Suspension
Any act that involves physical violence and/or drugs and/or alcohol at the Airport	X		
Any act that results in the destruction of issued transponders, GPS Tracking equipment or any other device issued by the Port		X	
Individuals Who Receive <b>6 or More</b> Points Within a 2-Year Period			X
<i>* All points are cumulative within any 2-year period. For example: the first time an individual commits a level one violation he/she will receive 1 point on his/her record. If he/she commits a 2<sup>nd</sup> level one violation within a 2-year period, then the individual would now have 3 points on their record (1 point for first violation + 2 points for second violation). Points expire 2 years from the date they were imposed.</i>			

## Sample Point Calculation for Ground Transportation Violations

Individual Name	Level of Violation	Number of Violations <u>in 2 Years</u>	Date Committed	Points per Violation	Total Accumulated Points <u>in 2 Years</u>
John Doe	Level One	1st	01/01/20165	1	1
John Doe	Level One	2nd	01/01/20176	1	2
John Doe	Level Two	1st	01/01/20176	2	4

**TABLE 7**  
**VIOLATIONS AND REMEDIAL ACTIONS FOR TNC VIOLATIONS**

<b><u>TNC Violations and Remedial Actions</u></b>			
<b><u>Section Reference(s)</u></b>	<b><u>Violation</u></b>	<b><u>Number of Violations in a 2 Year Period</u></b>	<b><u>Fine and/or Other Remedy</u></b>
<u>8.3(d)(1)</u>	<u>TNC Permit Holder Violations</u>	<u>N/A</u>	Port's sole discretion to take one of following actions: <u>1. Suspend the TNC Permit until TNC Permit Holder submits increased deposit for TNC Permit in an amount up to six months of Monthly Permit Fees (as determined by the Port) and/or prepays Monthly Permit Fees (set by Port based on highest previous Monthly Permit Fee plus any fines or charges due under these Rules and Regulations); or</u> <u>2. Terminate the TNC Permit</u>
<u>8.3(d)(1)(K)</u>	<u>TNC Permit Holder Violations – Failure to accurately report on the Monthly Report a TNC Trip made by a TNC Driver</u>	<u>1</u>	<u>\$100</u>
		<u>2 and beyond</u>	<u>\$500 and possible termination of TNC Permit</u>
<u>8.3(d)(2)</u>	<u>TNC Driver Major Violations</u>	<u>1</u>	<u>\$500 and possible suspension of TNC Driver's ability to provide TNC Services</u>
		<u>2 and beyond</u>	<u>\$500 and permanent revocation of TNC Driver's ability to provide TNC Services</u>
<u>8.3(d)(3)</u>	<u>TNC Driver Moderate Violations</u>	<u>1</u>	<u>\$250</u>
		<u>2</u>	<u>\$250 and possible suspension of TNC Driver's ability to provide TNC Services</u>
		<u>3 and beyond</u>	<u>\$250 and permanent revocation of TNC Driver's ability to provide TNC Services</u>
<u>8.3(d)(4)</u>	<u>TNC Driver Minor Violations</u>	<u>1</u>	<u>\$100</u>
		<u>2</u>	<u>\$100</u>

			<u>3</u>	<u>\$100</u>
			<u>4 and beyond</u>	<u>\$500 and permanent revocation of TNC Driver's ability to provide TNC Services</u>
<u>8.3(d)(5)</u>	<u>Violations Threatening Airport Safety or Operations</u>		<u>N/A</u>	<u>Immediate suspension or revocation of TNC Permit, or of TNC Driver's ability to provide TNC Services</u>